

2600016907
2021-0899

CITY OF HOUSTON
STANDARD DOCUMENT

CONTROL FORM FOR
CONTRACT DOCUMENTS

Document 00496

CONTROL FORM FOR CONTRACT DOCUMENTS

NOTE: This form is to remain with the Contract documents and **SHOULD NOT BE REMOVED.**

PROJECT NAME: DR15 SWAT 4A Northside/Northline Drainage and Paving
Improvements

PROJECT No.: WBS No. M-420HUD-004A-4

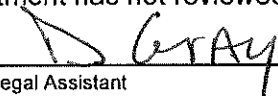
CONTRACTOR: DL Glover, Inc.

DEPARTMENT/DIVISION: Houston Public Works/Capital Projects

CONTACT PERSON(S): Masodur Mollah, P.E. **PHONE NUMBER(S):** (832) 395-2266

These documents are assembled according to the attached checklist. For verification of items within the Contract documents, refer to the checklist.

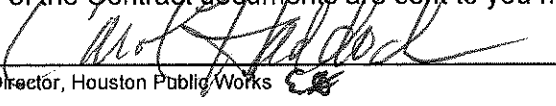
This Ordinance and/or Contract have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

By:  Date: 10-13-2021
Legal Assistant

I have sent the Ordinance to the Controller's Office.

By:  Date: _____
Award Coordinator

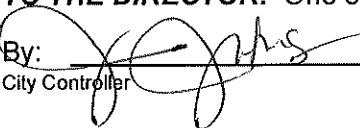
TO THE CITY SECRETARY: I have examined and approved the Contract documents. Two copies of the Contract documents are sent to you herewith for signatures.

By:  Date: 10/19/2021
Director, Houston Public Works

TO THE CITY CONTROLLER: Two copies of the Contract documents are sent to you herewith for countersignature. They were authorized by Ordinance Number 2021-899 passed by City Council on 10-20-2021. The Contract documents were executed by the Mayor or Mayor Pro Tem on _____.

By:  Date: 10/22/2021
City Secretary

TO THE DIRECTOR: One copy of the Contract documents is sent to you for final distribution.

By:  Date: 10/26/21
City Controller

END OF DOCUMENT

00496-1
02-01-2004

RECEIVED
OCT 19 2021
CITY SECRETARY

Document 00520

AGREEMENT

Project: DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

Project Location: The project area is generally bound by Parker Road on the North, Tidwell Road on the South, McGallion Road on the East, and Airline Drive on the West.(Key Map No. 413X, 413Y, 453B, 453C)

Project No: WBS No. M-420HUD-004A-4

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

Contractor: DL GLOVER, INC.
(Address for Written Notice) 19101 Oil Center Blvd.
Houston, TX 77073

Fax Number: 281-354-6071 Phone Number: 281 354 - 6081

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

HoJin Lim, PE, CFM (or 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:

Juan Chavira, PE, PMP, CEM

Fax Number: (832) 295-2441

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.

ARTICLE 2
CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 398 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

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 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$9,893,940.41 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 [None]
Alternate No. 2 [None]
Alternate No. 3 [None]
Alternate No. 4 [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 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 or 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 00800 - Supplementary Conditions.

7.1.3 Division 01 - General Requirements.

7.1.4 Divisions 02 through 16 of Specifications.

7.1.5 Drawings listed in Document 00015 - List of Drawings. Drawing No. 68440 and bound separately.

7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated December 2, 2020

Addendum No. 2, dated None

Addendum No. 3, dated None

Rider No. [2], dated October 11, 2021

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
<input checked="" type="checkbox"/> 00410B	Bid Form – Part B
<input checked="" type="checkbox"/> 00470	Standard Pre-Bid Participation Plan Document
<input type="checkbox"/> 00471	Pre-Bid Good Faith Efforts Report
<input type="checkbox"/> 00472	Goal Deviation Request
<input type="checkbox"/> 00500	Form of Business
<input checked="" type="checkbox"/> 00501	Resolution of Contractor (if a corporation)
<input type="checkbox"/> 00570	Amended S/MWBE Participation Plan
<input type="checkbox"/> 00571	Contractor's Good Faith Efforts Report
<input type="checkbox"/> 00572	Plan Deviation Request
<input type="checkbox"/> 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
<input checked="" type="checkbox"/> 00610	Performance Bond
<input checked="" type="checkbox"/> 00611	Statutory Payment Bond
<input checked="" type="checkbox"/> 00612	One-year Maintenance Bond
<input checked="" type="checkbox"/> 00613	One-year Surface Correction Bond
<input checked="" type="checkbox"/> 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
<input type="checkbox"/> 00623	Contractor's Act of Assurance (SRF Form ED-103)
<input checked="" type="checkbox"/> 00624	Affidavit of Compliance with Affirmative Action Program
<input type="checkbox"/> 00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
<input checked="" type="checkbox"/> 00630	(POP-2) Certification of Compliance with Pay or Play Program
<input checked="" type="checkbox"/> 00631	(POP-3) City of Houston Pay or Play Program – List of Subcontractors
<input checked="" type="checkbox"/> 00800H	H.U.D. Supplementary Conditions
<input type="checkbox"/> 00801	Supplementary Conditions for Project AIP Funded
<input type="checkbox"/> 00802	SRF Supplementary Conditions
<input checked="" type="checkbox"/> 00805	Equal Employment Opportunity Requirements (DELETE If AIP Funded)
<input type="checkbox"/> 00806	EPA DBE and Wage Rate Requirements (SRF only)
<input type="checkbox"/> 00807	Bidder/Contractor Requirements for DBE Program
<input checked="" type="checkbox"/> 00808	Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program
<input checked="" type="checkbox"/> 00810	Federal Wage Rate - Highway
<input type="checkbox"/> 00811	Federal Wage Rate - Building
<input checked="" type="checkbox"/> 00812	Federal Wage Rate - Heavy
<input type="checkbox"/> 00820	Wage Rate for Engineering Construction
<input type="checkbox"/> 00821	Wage Rate for Building Construction
<input type="checkbox"/> 00830	Trench Safety Geotechnical Information
<input checked="" type="checkbox"/> 00840	Pay or Play Program
<input checked="" type="checkbox"/> 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: DL Glover, Inc.

(If Joint Venture)

By: Name: *DG* Danny Glover
Title: President
Date: January 4th, 2021
Tax Identification Number: 33-1081059

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:
By: *Carol Hedder*
Director,
Houston Public Works *EH*

SIGNED:
By: *Amanda Washington*
Mayor
10-21-2021

COUNTERSIGNED:
By: *CK Brown*
City Controller *Shannon*

Date Countersigned:

ATTEST/SEAL:
By: *AT J. Manier*
City Secretary

10/25/2021

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.

Gray
Legal Assistant

10-13-2021
Date

END OF DOCUMENT



19101 Oil Center Blvd
Houston TX 77073
Tel (281) 354-6081
Fax (281) 354-6071
danny@dlglover.com

April 5th, 2021

Attn.: Masodur Mollah
Project Manager
City of Houston, Houston Public Works Department
611 Walker Street
Houston TX 77002

RE: WBS No. M-420HUD-004A-4
Northside/Northline Drainage and Paving

We agree to extend the bid acceptance period and allow our bid submitted on December 10th, 2020 to remain valid until November 10th, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danny Glover', is written over a horizontal line.

Danny Glover,

President

PROJECT:

HPW - Northside/Northline Drainage and Paving

BIDDER:

DL Glover Inc

TOTAL BID:

\$9,893,940.41

COMPLETION TIME:

Not Required

BIDDER INFO:

PO Box 1852

Humble, TX 77347

P: 281-354-6081

F: 281-354-6071

BID TOTALS

BASE BID	Total
BASE UNIT PRICES - GENERAL ITEMS (A):	\$609,458.00
BASE UNIT PRICES - STORM SEWER (B):	\$4,262,146.25
BASE UNIT PRICES - PAVING (C):	\$3,694,842.16
BASE UNIT PRICES - WATER (D):	\$923,980.00
BASE UNIT PRICES - WASTEWATER (E):	\$106,550.00
EXTRA UNIT PRICES (F):	\$54,450.00
CASH ALLOWANCE (G):	\$242,514.00
Total	\$9,893,940.41

BASE UNIT PRICES - GENERAL ITEMS (A):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
1	1502	Mobilization	LS	1	\$150,000.00	\$150,000.00
2	1555	Traffic Control and Regulation	LS	1	\$65,000.00	\$65,000.00
3	1555	Flagmen	LS	1	\$80,000.00	\$80,000.00
4	01562/01562S	Removing trees 0-inch to 11.99-inch or Palm	EA	212	\$60.00	\$12,720.00
5	01562/01562S	Removing trees 12-inch to 29.99-inch	EA	212	\$235.00	\$49,820.00
6	01562/01562S	Removing trees 30-inch to 45-inch	EA	9	\$1,000.00	\$9,000.00
7	01562/01562S	Clearing Prune Trees	EA	444	\$52.00	\$23,088.00
8	01562/01562S	Installing Root Pruning Trench	LF	3075	\$10.00	\$30,750.00
9	01562/01562S	Urban Forestry Monitoring	Hour	76	\$105.00	\$7,980.00
10	01570	Reinforced Filter fabric fence	LF	4800	\$2.00	\$9,600.00
11	02233	Clearing and Grubbing	AC	50	\$150.00	\$7,500.00
12	02921	Hydro Mulch Seeding	AC	50	\$1,300.00	\$65,000.00
13	02922	Sodding	SY	22000	\$4.50	\$99,000.00
Subtotal:						\$609,458.00

BASE UNIT PRICES - STORM SEWER (B):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price

14	02220	Remove/Dispose 10-inch RCP culvert pipe	LF	20	\$7.00	\$140.00
15	02221	Remove/Dispose 12-inch RCP culvert pipe	LF	556	\$7.00	\$3,892.00
16	02221	Remove/Dispose 15-inch RCP culvert pipe	LF	2969	\$7.00	\$20,783.00
17	02221	Remove/Dispose 18-inch RCP culvert pipe	LF	27895	\$5.15	\$143,659.25
18	02221	Remove/Dispose 21-inch RCP culvert pipe	LF	18	\$7.00	\$126.00
19	02221	Remove/Dispose 24-inch RCP culvert pipe	LF	3359	\$7.00	\$23,513.00
20	02221	Remove/Dispose 30-inch RCP culvert pipe	LF	16	\$11.00	\$176.00
21	02221	Remove/Dispose 36-inch RCP culvert pipe	LF	20	\$11.00	\$220.00
22	02221	Remove/Dispose 42-inch RCP culvert pipe	LF	20	\$11.00	\$220.00
23	02221	Remove/Dispose 48-inch RCP culvert pipe	LF	20	\$11.00	\$220.00
24	02221	Remove/Dispose Inlets all sizes/depth	EA	60	\$250.00	\$15,000.00
25	02221	Remove/Dispose Storm Manholes all Sizes/depth	EA	2	\$250.00	\$500.00
26	02260	Trench Safety System for Storm Sewer	LF	1000	\$1.00	\$1,000.00
27	02631	24-inch diameter RCP Culvert by open cut	LF	34088	\$70.00	\$2,386,160.00
28	02631	36-inch diameter RCP Culvert by open cut	LF	100	\$103.00	\$10,300.00
29	02631	29-inchx18-inch Arch Pipe by open cut	LF	19	\$223.00	\$4,237.00
30	02221	Safe End Treatment (TY II) (24 inch) (6:1)	EA	6	\$1,500.00	\$9,000.00
31	02801,02082,02087	Type C manhole for 42-inch diameter and smaller sewers	EA	1	\$3,500.00	\$3,500.00
32	02801,02082,02087	Type C manhole for 48-inch diameter and larger	EA	1	\$4,000.00	\$4,000.00

33	02315	Regrade Ditches	LF	135000	\$11.00	\$1,485,000.00
34	2086	Adjust existing manhole frame and cover to new grade	EA	10	\$950.00	\$9,500.00
35	02633	Type D-1 Grate Inlet	EA	1	\$3,000.00	\$3,000.00
36	02633	Type E inlet (Pre Cast)	EA	2	\$4,500.00	\$9,000.00
37	02633	Type A Grate Inlet	EA	60	\$2,150.00	\$129,000.00
Subtotal:						\$4,262,146.25

BASE UNIT PRICES - PAVING (C):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
38	02221	Remove/Dispose Driveway (all thicknesses and all types)	SY	63132	\$7.30	\$460,863.60
39	02221	Remove and dispose concrete sidewalk	SY	200	\$8.00	\$1,600.00
40	02754	Concrete Driveways including Excavation 6-inch thick	SF	334532	\$6.58	\$2,201,220.56
41	02755	Concrete Sidewalk	SF	500	\$7.00	\$3,500.00
42	02755	Wheelchair Ramps	SF	100	\$15.00	\$1,500.00
43	02741	Asphalt Driveways including Excavation 6-inch thick	SF	233650	\$3.00	\$700,950.00
44	02221	Remove and Dispose of Asphalt Pavement Surface (All thickness, incl base and subgrade)	SY	1000	\$19.00	\$19,000.00
45	02741	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5 inch) (165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	866	\$115.00	\$99,590.00
46	02741	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level Up) (1.5 inch) (165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	866	\$115.00	\$99,590.00
47	02960	Milling Existing Asphalt Pavement (2" - 3"), In accordance with Drawings and Specifications	SY	5328	\$5.00	\$26,640.00

48	02711	Hot Mix Asphaltic Base Course (Type A/B)- 6" Thick - Base Repair (At Select Areas) (6" Black Base) (630 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	638	\$126.00	\$80,388.00
Subtotal: \$3,694,842.16						

BASE UNIT PRICES - WATER (D):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
49	02516	Cut, plug and abandon exist 8" water line	EA	15	\$360.00	\$5,400.00
50	02511/02511S	6-inch diameter water line by Open Cut	LF	250	\$32.00	\$8,000.00
51	02511/02511S	8-inch diameter water line by Open Cut	LF	1000	\$37.00	\$37,000.00
52	02511/02511S	8-inch diameter DIP water line by Open Cut construction w/restrained joints	LF	100	\$80.00	\$8,000.00
53	02511	3/4-inch to 1-inch diameter water taps and copper service line with meter box, short side	EA	300	\$600.00	\$180,000.00
54	02511	3/4-inch to 1-inch diameter water taps and copper service line with meter box, long side	EA	300	\$1,000.00	\$300,000.00
55	02764	Blue relective pavement markers	EA	10	\$20.00	\$200.00
56	02086	Adjust existing valve box to proposed grade	EA	120	\$100.00	\$12,000.00
57	02512	Relocate and adjust water meter to proposed grade	EA	24	\$500.00	\$12,000.00
58	02520.	Remove and salvage fire hydrant	EA	5	\$800.00	\$4,000.00
59	02520	Relocate exist fire hydrant and gate valve to proposed grade on side slope or top if bank	EA	136	\$2,555.00	\$347,480.00
60	02520	Fire hydrant assembly, all depth including 6-inch dia. Gate Valve and box	EA	2	\$4,950.00	\$9,900.00
Subtotal: \$923,980.00						

BASE UNIT PRICES - WASTEWATER (E):						

No.	Id	Description	Unit	Qty	Unit Price	Ext Price
61	2531	6-inch diameter sanitary sewer by open cut	LF	100	\$34.00	\$3,400.00
62	2531	8-inch diameter sanitary sewer by open cut	LF	100	\$39.00	\$3,900.00
63	02534	Relocate Sanitary Sewer Cleanout	EA	5	\$350.00	\$1,750.00
64	2531	Sanitary Sewer Manholes	EA	5	\$3,500.00	\$17,500.00
65	2534	Sanitary sewer service lines - 4 inch dia.	LF	1250	\$30.00	\$37,500.00
66	02534	Sanitary sewer service lines - 6 inch dia.	LF	1250	\$34.00	\$42,500.00
Subtotal: \$106,550.00						

EXTRA UNIT PRICES (F):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
67	02221	Remove and Dispose of Miscellaneous Concrete And Masonry	CY	100	\$10.00	\$1,000.00
68	02317	6" Overexcavate trench bottom	LF	500	\$5.00	\$2,500.00
69	02318	Excavation around obstructions	CY	400	\$10.00	\$4,000.00
70	02318	Extra hand excavation	CY	100	\$12.00	\$1,200.00
71	02318	Extra machine excavation	CY	50	\$10.00	\$500.00
72	02318	Extra placement of backfill material	CY	100	\$5.00	\$500.00
73	02318	Extra placement of granular fill	CY	200	\$20.00	\$4,000.00
74	02318S	Extra cement-stabilized sand	CY	1000	\$20.00	\$20,000.00
75	02511	Extra water fittings in place	TON	2	\$1,000.00	\$2,000.00
76	2821	Construction Fence - 5 feet high	LF	500	\$12.00	\$6,000.00
77	02531	Sanitary Sewer 16" Steel Casing	LF	150	\$85.00	\$12,750.00
Subtotal: \$54,450.00						

CASH ALLOWANCE (G):						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
78	CASH.01	NPDES Permits	LS	1	\$500.00	\$500.00
79	CASH.02	Street Cut Permit	LS	1	\$2,000.00	\$2,000.00

80	CASH.03	CenterPoint Street Light and Conduit Relocations	LS	1	\$240,014.00	\$240,014.00
						Subtotal: \$242,514.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
Addendum #1	12/03/2020 7:01:47 AM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Drainage Analysis Report_M-420HUD-004A-4	11/16/20 3:06:36 PM
Bid Docs	Project Manual_M-420HUD-004A-4 11.10.20	11/16/20 3:08:05 PM
Bid Docs	Phase I Environmental Site Assessment (ESA-I)_M-420HUD-004A-4	11/16/20 3:08:20 PM
Bid Docs	Mylar Signed by Director_M-420HUD-004A-4 11.4.20	11/16/20 3:08:45 PM
Bid Docs	Signature Page	11/16/20 3:09:45 PM
Addenda	Addendum	12/3/20 12:59:45 AM

SIGNATURE PAGE

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 Total Bid Price.

Project Name: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements

Project Number: WBS No. M-420HUD-004A-4

Bidder:

DL GLOVER, INC.

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

**By:

Signature

12/10/2020

Date

Name:

Danny Glover

(Print or type name)

President

Title

Address:

19101 Oil Center Blvd., Houston, TX 77073

(Mailing)

(Street, if different)

Telephone and Fax Number:

Ph: 281-354-6081 Fx: 281-354-6071

(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.

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 Tables B through E:

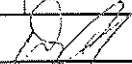
- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder, but not decreased, by crossing out the Minimum and inserting revised price on the line above. **Cannot** be decreased by the Bidder.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased by the Bidder, but not increased, by crossing out the Maximum and inserting revised price on the line above. A Bid that increases the Maximum Bid Price may be found non-conforming and non-responsive. **Cannot** be increased by the Bidder.
- (4) Fixed Range Bid Price determined prior to Bid. Unit Price can be adjusted by Bidder to any amount within the range defined by crossing out prices noted and noting revised price on the line above.

Document 00470
BIDDER'S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer's plan to meet the contract-specific MWSBE goals ("Contract Goal(s)"). If the Bidder or Proposer cannot meet the Contract Goal(s), the Bidder/Proposer has the burden to demonstrate "Good Faith Efforts", which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), a Request for Deviation from the Goal (Document 00472), and providing supporting documentation evidencing their "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. Visit <http://www.houstontx.gov/obo> for more information.

City Contract Goal	MBE <u>11%</u>	WBE <u>7%</u>	<ul style="list-style-type: none"> • MBE and WBE Goals are two separate Contract Goals. • Any excess of one Goal cannot be applied to meet another Goal. • An SBE can be applied to the MBE and/or WBE Goal, but not to exceed 4%. • Only up to 50% of the Bidder's Participation plan may be met using Suppliers.
---------------------------	--------------------------	-------------------------	--

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places; for example, 5.00%)	Services or Supplier	Cert. Type for Goal: MBE, WBE, or SBE	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail
238110 237110	Drainage Improvements Pavement Replacement	6%	Services	MBE X WBE] SBE]	J. Rivas Construction 9223 Misty Vale, Houston TX 77075 Jorge A. Rivas (346) 401-7105 j.rivasconst@yahoo.com
423320 423510	RCP, MHS, Inlets Cement, Sand and other materials	7%	Supplier	MBE] WBE X SBE]	Access Data Supply 4306 Yoakum Blvd, Houston TX 77006 Andrea Logans (713) 439-0370 rlogans@access-data.com
561990	Permanent and Temporary Certified Flagmen Traffic Control	1%	Services	MBE X WBE] SBE]	Royal Traffic Sign Co. 7209 Boggess Road, Houston TX 77016 Lelon Sowell Jr. (281) 330-2139 royaltrafficsigns@att.net
237310	Asphalt Paving	4%	Services	MBE] WBE] SBE X	AAA Asphalt Paving, Inc. 10526 Tanner Road, Houston TX 77041 Daniel Dinger (713) 896-7373 daniel@aaa-asphalt.com
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	

Signature for Company:  *

Bidder's Participation Plan Total	MBE	WBE	SBE
	7%	7%	4%

Printed Name: Danny Glover, President

Company Name: DL GLOVER, INC.

Phone #: (281) 354-6081

Date: December 10th, 2020

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

CONTINUATION PAGE

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places; for example, 5.00%)	Services or Supplier	Cert. Type for Goal MBE, WBE, or SBE	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	
				MBE] WBE] SBE]	

Signature for Company:  * Date: December 10th, 2020

Print Name/Company Name: Danny Glover, DL GLOVER, INC. Phone: (281) 354-6081

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Document 00501

RESOLUTION OF CONTRACTOR

DL GLOVER, INC. ("Contractor"),
(Name of Contractor, e.g., "Biz. Inc.", "Biz LLP")
is a Corporation
(Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)
which is bound by acts of DL GLOVER, INC. - Board of Directors, Danny Glover, President
(Name and Form of Governing Entity, e.g., "Biz Inc. Board of Directors", "Bill Smith, GP", etc.)
("Governing Entity").

On the 4th day of January, 2021, the Governing Entity resolved, in accordance with
all documents, rules, and laws applicable to the Contractor, that
Christopher Scott-Ford, is authorized to act as the
(Contractor's Representative)

Contractor's Representative in all business transactions (initial one) _____, conducted in the
State of Texas OR related related to this Contract; and

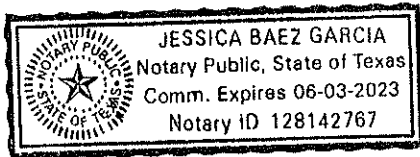
The Governing Entity warrants that the above resolution (a) was entered into without
dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c)
is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this 4th
day of January, 2021.

[Signature]
(Authorized Signature for Governing Entity)

Danny Glover, President
(Print or Type Name and Title of Authorized Signatory)

SWORN AND SUBSCRIBED before me on January 4th, 2021
Date



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 06/03/2023
Expiration Date

Jessica Baez-Garcia
Print or Type Name of Notary Public

Document 00610

BOND NO. 800112914

PERFORMANCE BOND

THAT WE, DL Glover, Inc., as Principal, (the "Contractor"), and the other subscriber hereto, Atlantic Specialty Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ 9,893,940.41 for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements WBS No. M-420HUD-004A-4, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.


If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

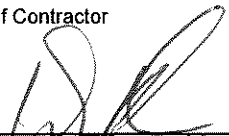
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

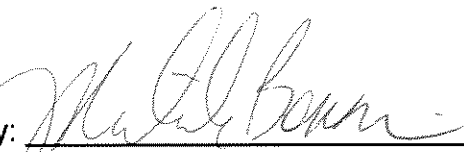
ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: 
Name: Jessica Casua
Title: Bookkeeper

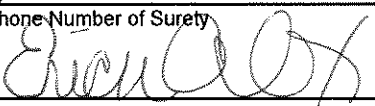
DL Glover, Inc.
Name of Contractor

By: 
Name: Danny Glover
Title: President
Date: January 4th, 2021

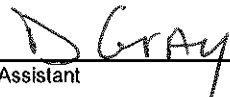
ATTEST/SURETY WITNESS:
(SEAL)

By: 
Name: Michele Bonnin
Title: Account Manager
Date: December 29, 2020

Atlantic Specialty Insurance Company
Full Name of Surety
605 Highway 169 North, Suite 800
Address of Surety for Notice
Plymouth, Minnesota 55441

(800) 321-2721
Telephone Number of Surety
By: 
Name: Erica A. Cox
Title: Attorney-in-Fact
Date: December 29, 2020

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


Legal Assistant

10-13-2021
Date

END OF DOCUMENT

Document 00611

STATUTORY PAYMENT BOND

THAT WE, DL Glover, Inc. _____, as Principal, hereinafter called Contractor and the other subscriber hereto, Atlantic Specialty Insurance Company as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$9,893,940.41 for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Houston for DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements
WBS No. M-420HUD-004A-4, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.


STATUTORY PAYMENT BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

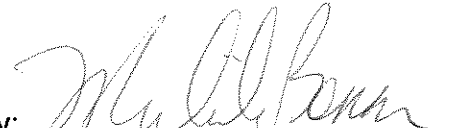
DL Glover, Inc.
Name of Contractor

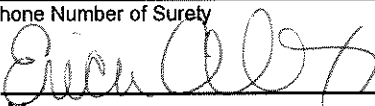
By: 
Name: Jessica Garcia
Title: Bookkeeper

By: 
Name: Dany Glover
Title: President
Date: January 4th, 2021


ATTEST/SURETY WITNESS:
(SEAL)

Atlantic Specialty Insurance Company
Full Name of Surety
605 Highway 169 North, Suite 800
Address of Surety for Notice
Plymouth, Minnesota 55441

By: 
Name: Michele Bonnin
Title: Account Manager
Date: December 29, 2020

(800) 321-2721
Telephone Number of Surety
By: 
Name: Erica A. Cox
Title: Attorney-in-Fact
Date: December 29, 2020

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


Legal Assistant

10-13-2021
Date

END OF DOCUMENT

Document 00612

BOND NO. 800112914

ONE-YEAR MAINTENANCE BOND

THAT WE, DL Glover, Inc., as Principal, hereinafter called Contractor, and the other subscriber hereto, Atlantic Specialty Insurance Company as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$ 9,893,940.41, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements
WBS No. M-420HUD-004A-4, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.


NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.


ONE-YEAR MAINTENANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.


ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: 
Name: Jessica Garcia
Title: Bookkeeper

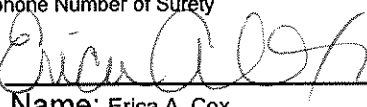
DL Glover, Inc.
Name of Contractor

By: 
Name: Tammy Glover
Title: President
Date: January 4th, 2021

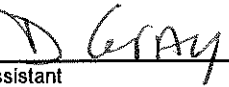
ATTEST/SURETY WITNESS:
(SEAL)

By: 
Name: Michele Bonnin
Title: Account Manager
Date: December 29, 2020

Atlantic Specialty Insurance Company
Full Name of Surety
605 Highway 169 North, Suite 800
Address of Surety for Notice
Plymouth, Minnesota 55441

(800) 321-2721
Telephone Number of Surety
By: 
Name: Erica A. Cox
Title: Attorney-in-Fact
Date: December 29, 2020

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


Legal Assistant

10-13-2021
Date

END OF DOCUMENT

ONE-YEAR SURFACE CORRECTION BOND

THAT WE, DL Glover, Inc., as Principal, hereinafter called Contractor, and the other subscriber hereto, Atlantic Specialty Insurance Company as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$ 395,757.62 such sum being equal to four percent of the Original Contract Price, for the payment of which sum to be made to the City of Houston and its successors, Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a Contract in writing with the City of Houston, Texas, dated of even date herewith, for DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

all of such work to be done in accordance with the Contract documents therein referred to, and adopted by the City Council of the City of Houston.

NOW THEREFORE, if the Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and repair, replace, restore, and correct surface work associated with backfill operations of subsurface work not in accordance with the Contract documents discovered within one year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: [Signature]
Name: Jessica Garcia
Title: Bookkeeper

DL Glover, Inc.

Name of Contractor

By: [Signature]
Name: Danny Glover
Title: President
Date: January 4th, 2021

ATTEST/SURETY WITNESS:

(SEAL)

Atlantic Specialty Insurance Company

Full Name of Surety

605 Highway 169 North, Suite 800

Address of Surety for Notice

Plymouth, Minnesota 55441

(800) 321-2721

Telephone Number of Surety

By: [Signature]
Name: Michele Bonnin
Title: Account Manager
Date: December 29, 2020

By: [Signature]
Name: Erica A. Cox
Title: Attorney-in-Fact
Date: December 29, 2020

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

[Signature]
Legal Assistant

10-13-2021
Date

END OF DOCUMENT



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Edward Arens, Philip Baker, Michele Bonnin, Erica A. Cox, Rebecca Garza, Jillian O'Neal**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

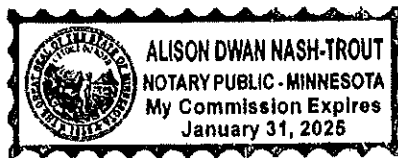
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of December, 2020



This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may contact your agent.

Puede comunicarse con su agente.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

1-800-321-2721

You may also write to your Insurance Carrier at

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714-9104

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Fax: (512) 490-1007

Web: www.tdi.texas.gov

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

Document 00620

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

DANNY GLOVER, who
Affiant

being by me duly sworn on his oath stated that he is PRESIDENT, of
Title

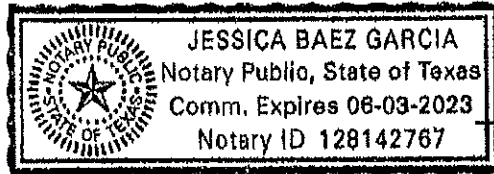
DL GLOVER, INC.,
Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.



Affiant's Signature

SWORN AND SUBSCRIBED before me on 09/17/2021
Date.



Notary Public in and for the State of TEXAS

Jessica Baez-Garcia
Print or type Notary Public name

My Commission Expires: 06/03/2023
Expiration Date

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLTRANS INSURANCE AGENCY, LLC PO Box 8612 Huntsville, TX 77340	CONTACT NAME: Karen Glover PHONE (A/C, No, Ext): (936) 293-8444 FAX (A/C, No): (936) 293-1568 E-MAIL ADDRESS: karenglvr@yahoo.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC#
City of Houston Public Works Att: Masodur Mollah 611 Walker St. Houston, Tx 77002	INSURER A: Crum & Forster Specialty Insur 44520 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			GLO-073646	04/01/21	04/01/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Owners Contractors						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Protective Liab.						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In TX)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractor: DL Glover Inc.
Contract Number: WBS No.M-420HUD-004A-4
Job Description: Northside/Northline Drainage and Paving
Job Location: Northside/Northline Area, Harris County, TX
Contract Amount: \$9,893,940.41

CERTIFICATE HOLDER City of Houston Public Works Att: Masodur Mollah 611 Walker St. Houston, TX 77002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Client#: 1901385 DLGLOVER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Marley Evans	
	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: Marley.Evans@usi.com	
INSURED DL Glover Inc 19101 Oil Center Blvd Houston, TX 77073	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Hartford Fire Insurance Company	19682 ✓
	INSURER C : Trumbull Insurance Company	27120 ✓
	INSURER D :	
	INSURER E :	
INSURER F :		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		61UEADH8032	07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		61UEADH8031	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		61HHADH8828	07/01/2021	07/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		61WEAAL8N5T	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Equipment Fl		61IMAM1BG9	07/01/2021	07/01/2022	Leased/Rented \$420,000 Ded. \$2,500
B	Installation Fl		61MSDH8540	7/01/2021	7/01/2022	\$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project; DR 15 SWAT 4A Northside/Northline Drainage and Paving WBS No. M-420HUD-004A-4

Certificate Holder includes City of Houston, its officials and employees. Certificate Holder is named as Additional Insured on the General Liability and Auto Liability with a Waiver of Subrogation on the General Liability, Auto Liability and Workers Compensation. Umbrella Liability is a (See Attached Descriptions)

CERTIFICATE HOLDER City of Houston Public works 611 Walker St. Houston, TX 77002 Attn: Masodur Mollah Project Manager	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

follow form policy. All policies are Primary and Non-Contributory with a 30 day notice of cancellation. The Certificate holder is named as additional Insured on the on the General Liability and Auto liability with a waiver of Subrogation in their favor on the General Liability, Auto Liability and Workers Compensation Policies. Excess Liability policy is a follow form policy. Policies are primary and non contributory with a 30 day written notice of cancellation or material change.

Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the work



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION IV

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Dept of Houston Public Works The City of Houston 611 Walker Street Houston, TX 77002 Attention: Masodur Mollah, Project Manager	DR 15 SWAT 4A Northside/Northline Drainage and Paving WBS No. M-420HUD-004A-4
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) Your ongoing operations performed for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) Premises owned by or rented to you and shown in the Schedule; or
- (3) "Your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard",

but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and
 - (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

POLICY NUMBER: 61 UEA DH8 0 3 2

- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Houston

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DL GLOVER, INC. Endorsement Effective Date: 07/01/2021
--

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Houston Public Works 611 Walker Street Houston, TX 77002 Attention: Masodur Mollah, Project Manager
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: DL GLOVER, INC.</p> <p>Endorsement Effective Date: 07/01/21</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>The City Of Houston Public Works 611 Walker Street Houston, TX 77002 Attention: Masodur Mollah, Project Manager</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 61 WEA AL8N5T

Endorsement Number: 1

Effective Date: 08/04/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: D L GLOVER INC
19101 OIL CENTER BLVD
HOUSTON TX 77073

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Special Waiver
Name of person or organization
- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
611 Walker Street, Houston, TX 77002, Attention: Masodur Mollah, Project Manager, Project: DR 15 SWAT 4A Northside/Northline Drainage and Paving WBS No. M-420HUD-004-A.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Document 00624

**AFFIDAVIT OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM**

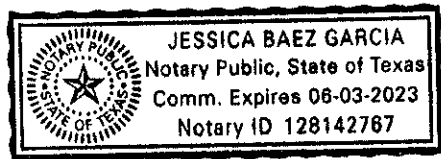
BEFORE ME, the undersigned authority, on this day personally appeared

_____ Danny Glover _____, who
Affiant
being by me duly sworn on his oath stated that he is _____ President _____,
Title
of _____ DL GLOVER, INC. _____,
Contractor

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the Contract is in compliance with the Affirmative Action Program of the City and has done all that is required by the Contract documents, the Affirmative Action Program, and pursuant to Chapter 15, Code of Ordinances, City of Houston, §15.16 et seq.

Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of _____ January 4th _____, 2021.



Notary Public in and for the State of TEXAS
Jessica Baez-Garcia
Print or Type Notary Public Name

My Commission Expires: _____ 06/03/2023 _____
Expiration

END OF DOCUMENT.

Document 00630
(POP-2)
City of Houston
Certification of Compliance with
Pay or Play Program

Contractor Name: DL GLOVER, INC. \$ 9,893,940.41
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 19101 Oil Center Blvd, Houston TX 77073

Project No.: M-420HUD-004A-4

Project Name: DR 15 SWAT 4A Northside/Northline Drainage and Paving

POP Liaison Name: Jessica Garcia

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
		X	

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	12	11
Covered Employees	12	7
Non-Covered Employees	0	4
Exempt Employees	0	0

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

Danny Glover
Contractor (Signature)
Danny Glover, President
Name and Title (Print or type)

January 4th, 2021
Date

Document 00630
(POP-2)
City of Houston

Certification of Compliance with
Pay or Play Program

SUBContractor Name: AAA ASPHALT PAVING, INC. \$ 395,757.62
(Contractor/Subcontractor) *(Amount of Contract)*

Contractor Address: 19155 Circle Lake, Pinehurst TX 77362

Project No.: WBS No. M-420HUD-004A-4

Project Name: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements

POP Liaison Name: Lisa Yeppez lisa@aaa-asphalt.com

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	0	7
Covered Employees	0	7
Non-Covered Employees	0	0
Exempt Employees	0	0

*Required

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

Michael D. Hoffman
Contractor (Signature)
Michael D. Hoffman President
Name and Title (Print or type)

January 4th, 2021
Date

Document 00630
(POP-2)
City of Houston
Certification of Compliance with
Pay or Play Program

SUBContractor Name: J. RIVAS CONSTRUCTION, LLC \$ 593,636.42
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 9223 Misty Vale Lane, Houston TX 77075

Project No.: WBS No. M-420HUD-004A-4

Project Name: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements

POP Liaison Name: Jorge Rivas j.rivasconst@yahoo.com

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
		X	

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

Estimated Number of	Prime Contractor	Sub-Contractor
Total Employees on City Job	MA	4
Covered Employees	MA	0
Non-Covered Employees	MA	4
Exempt Employees	MA	0

***Required**

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

Jorge Rivas
Contractor (Signature)

January 4th, 2021
Date

Jorge Rivas, President
Name and Title (Print or type)

**CITY OF HOUSTON
STANDARD DOCUMENT**

**PAY OR PLAY PROGRAM
LIST OF SUBCONTRACTORS**

Document 00631
(POP-3)

City of Houston

Pay or Play Program

List of Subcontractors

Prime Contractor: DL GLOVER, INC.

POP Contact Person: Jessica Garcia

Project Number/Description: DR15 SWAT 4A Northside/Northline Drainage and Paving

Address: 19101 Oil Center Blvd

WBS No. M-420HUD-004A-4

Houston TX 770732

Email: jessica@dlglover.com

Phone: (281) 354-6081

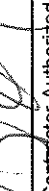
Note: Include ALL subcontractors (use additional form if necessary)

Subcontractor Name	Supplier Y/N?	Amount of Subcontract	Check One			Contact Person	Phone	Email Address	Mailing Address
			Pay	Play	Both (Pay and Play)				
J. Rivas Construction	N	\$593,636.42		X		Jorge Rivas	346-401-7105	j.rivasconst@yahoo.com	9223 Misty Vale Ln, 77075
Access Data Supply	Y	\$692,575.83			X	Andrea Logans	713-439-0370	rlogans@access-data.com	4306 Yoakum Blvd, 77006
Royal Traffic Sign Co.	N	\$98,939.40			X	Leion Sowell, Jr	281-330-2139	royaltrafficsigns@att.net	7209 Boggess Rd, 77016
AAA Asphalt Paving, Inc	N	\$395,757.62			X	Daniel Dinger	713-896-7373	daniel@aaa-asphalt.com	19155 Circle Lake, 77362

*If the above information is found to be submitted fraudulently with the intent to bypass or deceive the purpose of the Pay or Play Program the contractor will be held liable for all compliance requirements from the inception of the contract. All subcontracts that surpass the \$200,000.00 threshold will be responsible for Pay or Play compliance from the inception of the contract.

Affidavit

I hereby solemnly affirm, certify and confirm that the total sub-contract value stated above is the final value of the contract (*) including all material costs, fuel, payroll, taxes, fees, profit sharing, labor or any payments in relation to the contracted work and no separate payment or contract has been made for the sub-contract under contract no. M-420HUD-004A-4. The above sub-contract value includes all the costs related to work under the contract. The contractor and sub-contractor(s) agree to inform The Mayor's Office of Business Opportunity of any related cost(s) added to the contracted work and re-submit POP-3 with the current value of the sub-contract. I understand that compliance with "Pay or Play" program is mandatory and nothing has been hidden to circumvent the program requirements.

 Danny Glover, President January 4th, 2021 Date

Contractor Authorized Representative & Title

Name & Signature

00631-1
07-03-2012

Document 00700

GENERAL CONDITIONS

August 13, 2021 EDITION

TABLE OF ARTICLES

- | | | | |
|----|--|-----|--|
| 1. | GENERAL PROVISIONS | 8. | TIME |
| 2. | THE CITY | 9. | PAYMENTS AND COMPLETION |
| 3. | CONTRACTOR | 10. | SAFETY PRECAUTIONS |
| 4. | ADMINISTRATION OF THE
CONTRACT | 11. | INSURANCE AND BONDS |
| 5. | SUBCONTRACTORS AND
SUPPLIERS | 12. | UNCOVERING AND CORRECTION
OF THE WORK |
| 6. | CONSTRUCTION BY THE CITY OR
BY SEPARATE CONTRACTORS | 13. | MISCELLANEOUS PROVISIONS |
| 7. | CHANGES IN THE WORK | 14. | TERMINATION OR SUSPENSION
OF THE CONTRACT |

ARTICLE 1 - GENERAL PROVISIONS.....	3	4.3	CLAIMS AND DISPUTES.....	17		
1.1	DEFINITIONS.....	3	4.4	RESOLUTION OF CLAIMS AND DISPUTES.....	18	
1.2	EXECUTION, CORRELATION, AND INTENT.....	5	ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS.....		19	
1.3	OWNERSHIP AND USE OF DOCUMENTS.....	6	5.1	AWARD OF SUBCONTRACTS OTHER	CONTRACTS FOR PORTIONS OF THE WORK... 19	
1.4	INTERPRETATION.....	6	5.2	CONTRACTOR RESPONSIBILITY FOR	SUBCONTRACTORS..... 19	
ARTICLE 2 - THE CITY.....	6	ARTICLE 6 - CONSTRUCTION BY THE CITY OR BY			SEPARATE CONTRACTORS..... 20	
2.1	LIMITATIONS OF THE CITY'S OFFICERS AND	EMPLOYEES..... 6	6.1	THE CITY'S RIGHT TO PERFORM CONSTRUCTION	AND TO AWARD SEPARATE CONTRACTS..... 20	
2.2	DUTIES OF THE CITY.....	6	6.2	COORDINATION.....	20	
2.3	AVAILABILITY OF LAND AND USE OF SITE.....	6	6.3	MUTUAL RESPONSIBILITY.....	20	
2.4	THE CITY'S RIGHT TO STOP THE WORK.....	7	6.4	THE CITY'S RIGHT TO CLEAN UP.....	20	
2.5	THE CITY'S RIGHT TO CARRY OUT WORK.....	7	ARTICLE 7 - CHANGES IN THE WORK.....			21
ARTICLE 3 - CONTRACTOR.....	7	7.1	CHANGES.....	21		
3.1	RESPONSIBILITIES.....	7	7.2	WORK CHANGE DIRECTIVES.....	21	
3.2	REVIEW OF CONTRACT AND FIELD CONDITIONS	BY CONTRACTOR..... 7	7.3	ADJUSTMENTS IN CONTRACT PRICE.....	21	
3.3	SUPERVISION AND CONSTRUCTION	PROCEDURES..... 7	7.4	MINOR CHANGES IN THE WORK.....	22	
3.4	SUPERINTENDENT.....	8	ARTICLE 8 - TIME.....			22
3.5	LABOR.....	8	8.1	PROGRESS AND COMPLETION.....	22	
3.6	PREVAILING WAGE RATES.....	9	8.2	DELAYS AND EXTENSIONS OF TIME.....	23	
3.7	LABOR CONDITIONS.....	9	ARTICLE 9 - PAYMENTS AND COMPLETION.....			23
3.8	DRUG DETECTION AND DETERRENCE.....	9	9.1	UNIT PRICE WORK.....	23	
3.9	MATERIALS & EQUIPMENT.....	10	9.2	ESTIMATES FOR PAYMENT,	UNIT PRICE WORK..... 24	
3.10	PRODUCT OPTIONS AND SUBSTITUTIONS.....	10	9.3	STIPULATED PRICE WORK.....	24	
3.11	CASH ALLOWANCES.....	11	9.4	APPLICATIONS FOR PAYMENT, STIPULATED	PRICE WORK..... 24	
3.12	WARRANTY.....	11	9.5	CERTIFICATES FOR PAYMENT.....	24	
3.13	TAXES.....	12	9.6	COMPUTATIONS OF CERTIFICATES FOR	PAYMENT..... 25	
3.14	PERMITS, FEES, AND NOTICES.....	12	9.7	DECISIONS TO WITHHOLD CERTIFICATION.....	25	
3.15	CONSTRUCTION SCHEDULES.....	12	9.8	PROGRESS PAYMENTS.....	25	
3.16	DOCUMENTS AND SAMPLES AT THE SITE.....	12	9.9	DATE OF SUBSTANTIAL COMPLETION.....	26	
3.17	MANUFACTURER'S SPECIFICATIONS.....	12	9.10	PARTIAL OCCUPANCY OR USE.....	26	
3.18	SHOP DRAWINGS, PRODUCT DATA, AND	SAMPLES..... 13	9.11	FINAL COMPLETION AND FINAL PAYMENT.....	27	
3.19	CULTURAL RESOURCES AND ENDANGERED	SPECIES..... 13	9.12	LIQUIDATED DAMAGES.....	28	
3.20	CUTTING AND PATCHING.....	14	ARTICLE 10 - SAFETY PRECAUTIONS.....			28
3.21	CLEANING.....	14	10.1	SAFETY PROGRAMS.....	28	
3.22	SANITATION.....	14	10.2	POLLUTANTS AND POLLUTANT FACILITIES.....	28	
3.23	ACCESS TO WORK AND TO INFORMATION.....	14	10.3	SAFETY OF THE ENVIRONMENT, PERSONS, AND	PROPERTY..... 28	
3.24	TRADE SECRETS.....	14	10.4	EMERGENCIES.....	29	
3.25	INDEMNIFICATION.....	14				
3.26	RELEASE AND INDEMNIFICATION - PATENT,	COPYRIGHT, TRADEMARK, AND TRADE SECRET				
	INFRINGEMENT.....	15				
3.27	INDEMNIFICATION PROCEDURES.....	15				
ARTICLE 4 - ADMINISTRATION OF THE CONTRACT.....	16					
4.1	CONTRACT ADMINISTRATION.....	16				
4.2	COMMUNICATIONS IN ADMINISTRATION OF	THE CONTRACT.....				
		17				

ARTICLE 11 - INSURANCE AND BONDS..... 29

- 11.1 GENERAL INSURANCE REQUIREMENTS..... 29
- 11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR..... 29
- 11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR..... 29
- 11.3 PROOF OF INSURANCE 32
- 11.4 PERFORMANCE AND PAYMENT BONDS 33
- 11.5 MAINTENANCE BONDS 33
- 11.6 SURETY 33
- 11.7 DELIVERY OF BONDS 34

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK..... 34

- 12.1 UNCOVERING OF THE WORK 34
- 12.2 CORRECTION OF THE WORK 34
- 12.3 ACCEPTANCE OF NONCONFORMING WORK... 34

ARTICLE 13 - MISCELLANEOUS PROVISIONS 35

- 13.1 GOVERNING LAW AND VENUE 35
- 13.2 SUCCESSORS..... 35
- 13.3 BUSINESS STRUCTURE AND ASSIGNMENTS... 35
- 13.4 WRITTEN NOTICE 35
- 13.5 RIGHTS AND REMEDIES 35
- 13.6 TESTS AND INSPECTIONS 35
- 13.7 INTEREST 36
- 13.8 PARTIES IN INTEREST 36
- 13.9 ENTIRE CONTRACT 36
- 13.10 WRITTEN AMENDMENT 36
- 13.11 COMPLIANCE WITH LAWS..... 36
- 13.12 SEVERABILITY 36
- 13.13 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS..... 36
- 13.14 ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING & RELATED ACTIVITIES 36

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT..... 36

- 14.1 TERMINATION BY THE CITY FOR CAUSE..... 36
- 14.2 TERMINATION BY THE CITY FOR CONVENIENCE..... 37
- 14.3 SUSPENSION BY THE CITY FOR CONVENIENCE..... 38
- 14.4 TERMINATION BY CONTRACTOR..... 38

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Agreement: Document signed by the Parties and binding the Parties, containing the name of Contractor, title and location of the Project, Original Contract Time, Original Contract Price, enumeration of documents included in the Contract, and other provisions.

1.1.2 Bonds: Performance Bond, Payment Bond, Maintenance Bond, and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.

1.1.3 Business Enterprise: Any business entity registered in a program authorized by 49 C.F.R. § 26 (where applicable) or City Code of Ordinances, Chapter 15, Article II, relating to Equal Opportunity Employment and taking affirmative action to ensure that applicants are employed and employees are treated without regard to race, religion, color, sex, national origin, or age. The term "Business Enterprise" may include any Disadvantaged Business Enterprise ("DBE"), Minority Business Enterprise ("MBE"), Woman Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Person with Disability Enterprise ("PDBE"), and any Historically Underutilized Business ("HUB").

1.1.4 Business Enterprise Policy: Contract documents and applicable policies relating to Business Enterprises and authorized under 49 C.F.R. § 26 or City Code of Ordinances, Chapter 15, Article II.

1.1.5 Cash Allowance: An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other "pass-through" costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms of Article 7.

1.1.6 Change Order: Written instrument prepared by the City and signed by City Engineer and Contractor, specifying the following:

- 1.1.6.1 a change in the Work;
- 1.1.6.2 a change in Contract Price, if any; and
- 1.1.6.3 a change in Contract Time, if any.

The value of a Change Order is the net amount after offsetting all deductions against all additions effected by the Change Order.

1.1.7 City: The City of Houston, a home rule municipality located principally within Harris County, Texas, including its successors and its authorized representatives.

1.1.8 City Engineer: The City Engineer, or the City employee representing the City Engineer, designated in the Agreement and authorized to represent the City, or successors.

1.1.9 Claim: Written demand or written assertion by one Party seeking adjustment of the Contract, payment of money, extension of time, or other relief under the Contract and includes, but is not limited to, claims for materials, labor, equipment, delay, changes, adjustments, substitutions, fees and third party claims. The Party making the Claim has the responsibility to substantiate the Claim.

1.1.10 Conditions of the Contract: General Conditions and Supplementary Conditions.

1.1.11 Construction Manager: Person or firm under contract with the City as its authorized representative to oversee and administer construction of the Work, and who may perform the role of Project Manager and Inspector, as designated by City Engineer in writing.

1.1.12 Contract: The Agreement; documents enumerated in and incorporated into the Agreement, Modifications, and amendments.

1.1.13 Contract Price: The monetary amount stated in the Agreement adjusted by Change Order, and increases or decreases in Unit Price Quantities, if any.

1.1.14 Contract Time: The number of days stated in the Agreement to substantially complete the Work, plus days authorized by Change Order.

1.1.15 Contractor: Person or firm identified as such in the Agreement including its successors and its authorized representatives.

1.1.16 Date of Commencement of the Work: Date established in Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of Contractor, or persons or entities for whom Contractor is responsible, to act.

1.1.17 Date of Substantial Completion: Date that construction, or portion thereof designated by City Engineer, is certified by City Engineer to be substantially complete.

1.1.18 Design Consultant: Person or firm, under contract with the City, to provide professional services during construction and its authorized representatives. If a Design Consultant is not employed for services during construction, Project Manager will perform duties of Design Consultant designated in the Contract in addition to usual duties of Project Manager.

1.1.19 Drawings: Graphic and pictorial portions of the Contract that define the character and scope of the Work.

1.1.20 Extra Unit Price: Unit Prices, which may be required for completion of the Work. These Unit Prices and Unit Price Quantities are in the Contract and are included in Original Contract Price.

1.1.21 Furnish: To supply, pay for, deliver to the site, and unload.

1.1.22 General Requirements: The sections of Division 01 Specifications that specify administrative and procedural requirements and temporary facilities required for the Work.

1.1.23 Inspector: City's employee or agent authorized to assist with inspection of the Work.

1.1.24 Install: Unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, clean, protect, and similar operations.

1.1.25 Legal Holiday: Day established by the City Council as a holiday.

1.1.26 Major Unit Price Work: An individual Unit Price item,

1.1.26.1 whose value is greater than five percent of Original Contract Price,

1.1.26.2 whose value becomes greater than five percent of Original Contract Price as the result of an increase in quantity, or

1.1.26.3 whose value is \$100,000, whichever is least.

1.1.27 Mayor's Office of Business Opportunity: any reference to, or use of, the "Office of Affirmative Action" shall mean the Mayor's Office of Business Opportunity, or any such future name to which it is changed.

1.1.28 Minor Change in the Work: A written change in the Work, ordered by City Engineer, that does not change Contract Price or Contract Time, and that is consistent with the general scope of the Contract.

1.1.29 Modification: Change Order, Work Change Directive, or Minor Change in the Work.

1.1.30 Notice of Noncompliance: A written notice by City Engineer to Contractor regarding defective or nonconforming work that does not meet the Contract requirements, and that establishes a time by which Contractor shall correct the defective or nonconforming work.

1.1.31 Notice to Proceed: A written notice by City Engineer to Contractor establishing Date of Commencement of the Work.

1.1.32 Original Contract Price: The monetary amount originally stated in the Agreement.

1.1.33 Parties: Contractor and the City. When in singular form, refers to Contractor or the City.

1.1.34 Pollutant: Any materials subject to the Texas Solid Waste Disposal Act.

1.1.35 Pollutant Facility: Any facility regulated by the State of Texas to protect the health and environment from contamination by Pollutants, including without limitation, landfills, oil and gas production and storage facilities, wastewater facilities, waste injection wells, and storage tanks (including drums).

1.1.36 Product: Materials, equipment, or systems incorporated into the Work or to be incorporated into the Work.

1.1.37 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a Product.

1.1.38 Project: Total construction, of which the Work performed under the Contract may be the whole or a part, and which may include construction by the City or by separate contractors.

1.1.39 Project Manager: City Engineer's authorized representative for administration of the Work. Titles used within the City's departments may be different than those used in this definition.

1.1.40 Provide: Furnish and Install, complete, ready for intended use.

1.1.41 Samples: Physical examples that illustrate Products, or workmanship, and establish standards by which the Work is judged.

1.1.42 Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the

Work by Contractor, Subcontractor or Supplier, to illustrate a portion of the Work.

1.1.43 Specifications: Divisions 01 through 16 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services.

1.1.44 Stipulated Price: Single lump sum amount stated in the Contract for completion of the Work, or for designated portion of the Work.

1.1.45 Subcontractor: Person or firm that has direct or indirect contract with Contractor or with another Subcontractor to perform a portion of the Work and its authorized representatives.

1.1.46 Superintendent: Employee of Contractor having authority and responsibility to act for and represent Contractor.

1.1.47 Supplementary Conditions: Part of Conditions of the Contract that amends or supplements General Conditions.

1.1.48 Supplier: Manufacturer, distributor, materialman, or vendor having a direct agreement with Contractor or Subcontractor for Products, or services and its authorized representatives.

1.1.49 Surety: Corporate entity that is bound by one or more Bonds, and is responsible for completion of the Work, including the correction period, and for payment of debts incurred in fulfilling the Contract. Surety shall include co-surety or reinsurer, as applicable.

1.1.50 Underground Facilities: Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities that exist below ground level.

1.1.51 Unit Price: An amount stated in the Contract for an individual, measurable item of work, which, when multiplied by actual quantity incorporated into the Work, amounts to full compensation for completion of the item, including work incidental to it.

1.1.52 Unit Price Quantities: Quantities indicated in the Contract that are approximations made by the City for contracting purposes.

1.1.53 Work: Entire construction required by the Contract, including all labor, Products, and

services provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a portion of the Project.

1.1.54 Work Change Directive: A written change in the Work, ordered by City Engineer, that is within the general scope of the Contract and consisting of additions, deletions, or other revisions. A Work Change Directive will state proposed basis for adjustment, if any, in Contract Price or Contract Time, or both.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 Execution of the Contract by Contractor is conclusive that Contractor has visited the Work site, become familiar with local conditions under which the Work will be performed, and fully informed itself as to conditions and matters which can affect the Work or costs. Contractor further agrees that it has carefully correlated personal observations with requirements of the Contract.

1.2.2 The Contract and Modifications have been read and carefully considered by Contractor, who understands and agrees to their sufficiency for the Work. The Contract may not be more strongly construed against the City than against Contractor and Surety.

1.2.3 Contractor shall include all items necessary for proper execution and completion of the Work.

1.2.4 Reference to standard specifications, manuals, or codes of a technical society, organization, or association, or to laws or regulations of a governmental authority, whether specific or implied, mean the latest edition in effect as of date of receipt of bids, except as may be otherwise specifically stated in the Contract.

1.2.5 No provision of any referenced standard, specification, or manual changes the duties and responsibilities of the City, City Engineer, Contractor, or Design Consultant from those set forth in the Contract. Nor do these provisions assign to Design Consultant any duty or authority to supervise or direct performance of the Work or any duty or authority to undertake any actions contrary to provisions of the Contract.

1.2.6 Organization of Specifications into divisions, sections, and articles and arrangement of Drawings does not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.7 Unless otherwise defined in the Contract, words which have well-known construction industry technical meanings are used in the Contract in accordance with these recognized meanings.

1.3 *OWNERSHIP AND USE OF DOCUMENTS*

1.3.1 Drawings, Specifications, and other documents prepared by the City or by Design Consultant are instruments of service through which the Work to be executed by Contractor is described. Contractor may retain one Contract record set.

1.3.2 Neither Contractor, Subcontractor, nor Supplier will own or claim a copyright to documents contained in the Contract or any part of the Contract.

1.3.3 Documents contained in the Contract, prepared by the City or by Design Consultant, and copies furnished to Contractor, are for use solely with respect to the Work. They may not be used by Contractor, Subcontractor or Supplier on other projects or for additions to the Work, outside the scope of the Work, without the specific written consent of City Engineer, and Design Consultant, when applicable.

1.3.4 Contractor, Subcontractors, and Suppliers are granted a limited license to use and reproduce applicable portions of the Contract appropriate to and for use in execution of their work under the Contract.

1.4 *INTERPRETATION*

1.4.1 Specifications are written in an imperative streamlined form and are directed to Contractor, unless noted otherwise. When written in this form, words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.4.2 In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but an absent modifier or article is not intended to affect interpretation of a statement.

ARTICLE 2 - THE CITY

2.1 *LIMITATIONS OF THE CITY'S OFFICERS AND EMPLOYEES*

2.1.1 No officer or employee of the City may authorize Contractor to perform an act or work

contrary to the Contract, except as otherwise provided in the Contract.

2.2 *DUTIES OF THE CITY*

2.2.1 If a building permit is required, the City will process an application for, and Contractor shall purchase the building permit before Date of Commencement of the Work.

2.2.2 The City will make available to Contractor a reproducible set of Drawings. Additional copies will be furnished, on Contractor's request, at the cost of reproduction.

2.2.3 When necessary for performance of the Work, the City will provide surveys describing physical characteristics, legal limitations, legal description of site, and horizontal and vertical control adequate to lay out the Work.

2.2.4 Information or services that the City is required to provide under the Contract will be provided by the City with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 The Contract imposes no implied duty on the City. The City does not warrant any plans or specifications associated with the Contract.

2.2.6 Except as expressly stated in this Article, the City owes no duty to the Contractor or any subcontractor.

2.3 *AVAILABILITY OF LAND AND USE OF SITE*

2.3.1 The City will furnish, as indicated in the Contract, rights-of-way, land on which the Work is to be performed, and other land designated in the Contract for use by Contractor unless otherwise provided in the Contract.

2.3.2 Contractor shall confine operations at site to those areas permitted by law, ordinances, permits, and the Contract, and may not unreasonably encumber site with materials or equipment.

2.3.3 In addition to land provided by the City under Section 2.3, Contractor shall provide all land and access to land that may be required for use by Contractor for temporary construction facilities or for storage of materials and equipment, and shall indemnify the City during its use of the land as stated in Section 3.25.

2.4 *THE CITY'S RIGHT TO STOP THE WORK*

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract, or fails to correct work which is not in accordance with requirements of the Contract as required in Sections 12.1 and 12.2, the City may, by Notice of Noncompliance, order Contractor to stop the Work or any portion of the Work until the cause for the order has been eliminated. However, the right of the City to stop the Work will not give rise to a Claim for delay or to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by Section 6.2. If Contractor corrects the defective or nonconforming work within the time established in Notice of Noncompliance, City Engineer will give written notice to Contractor to resume performance of the Work.

2.5 *THE CITY'S RIGHT TO CARRY OUT WORK*

2.5.1 If Contractor fails to carry out work in accordance with the Contract, and fails within the period established in a Notice of Noncompliance to correct the nonconforming work, the City may, after expiration of the required period, correct the deficiencies without prejudice to other remedies the City may have, including rights of the City under Section 14.1.

2.5.1.1 When the City corrects deficiencies, City Engineer will issue an appropriate Change Order and deduct from payments then or thereafter due Contractor the cost of correcting the deficiencies, including compensation for Design Consultant's and Construction Manager's additional services and expenses made necessary by such default, neglect, or failure. This action by the City and amounts charged to Contractor are both subject to prior approval of City Engineer. If payments, then or thereafter due Contractor, are not sufficient to cover these amounts, Contractor shall pay the difference to the City.

2.5.2 Notwithstanding the City's right to carry out work, maintenance and protection of the Work remains Contractor's responsibility, as provided in the Contract.

ARTICLE 3 - CONTRACTOR

3.1 *RESPONSIBILITIES*

3.1.1 Contractor shall maintain office with agent in the greater City of Houston area during the Contractor's performance under the Contract. Contractor shall file its street address with City Engineer.

3.1.2 Contractor and Contractor's employees shall not give or lend money or anything of value to an officer or employee of the City. Should this Paragraph 3.1.2 be violated, City Engineer may terminate the Contract under Section 14.1.

3.2 *REVIEW OF CONTRACT AND FIELD CONDITIONS BY CONTRACTOR*

3.2.1 Contractor shall carefully study and compare documents contained in the Contract with each other and with information furnished by the City pursuant to Section 2.2 and shall immediately report, in writing, any errors, inconsistencies, or omissions to City Engineer. If work is affected, Contractor shall obtain a written interpretation or clarification from City Engineer before proceeding with the affected work. However, Contractor will not be liable to the City for failure to report an error, inconsistency, or omission in the Contract unless Contractor had actual knowledge or should have had knowledge of the error, inconsistency, or omission.

3.2.2 Contractor shall take field measurements and verify field conditions, and shall carefully compare the conditions and other information known to Contractor with the Contract, before commencing activities. Contractor shall immediately report, in writing, to City Engineer for interpretation or clarification of discrepancies, inconsistencies, or omissions discovered during this process.

3.2.3 Contractor shall make a reasonable attempt to understand the Contract before requesting interpretation from City Engineer.

3.3 *SUPERVISION AND CONSTRUCTION PROCEDURES*

3.3.1 Contractor shall supervise, direct, and inspect the Work competently and efficiently, devoting the attention and applying the skills and expertise as necessary to perform the Work in accordance with the Contract. Contractor is solely responsible and has control over construction means, methods, techniques, sequences, and procedures of construction; for safety precautions

and programs in connection with the Work; and for coordinating all work under the Contract.

3.3.2 Regardless of observations or inspections by the City or City's consultants, Contractor shall perform and complete the Work in accordance with the Contract and submittals approved pursuant to Section 3.18. The City is not liable or responsible to Contractor or Surety for work performed by Contractor that is not in accordance with the Contract regardless of whether discovered during construction or after acceptance of the Work.

3.4 SUPERINTENDENT

3.4.1 Contractor shall employ a competent Superintendent and necessary assistants who shall be present at the site during performance of the Work. Communications given to Superintendent are binding on the Contractor.

3.4.2 Contractor shall notify City Engineer in writing of its intent to replace the Superintendent. Contractor may not replace the Superintendent if City Engineer makes a reasonable objection in writing.

3.5 LABOR

3.5.1 Contractor shall provide competent, qualified personnel to survey and lay out the Work and perform construction as required by the Contract. The City may, by written notice, require Contractor to remove from the Work any employee of Contractor or Subcontractors to whom City Engineer makes reasonable objection.

3.5.2 Contractor shall comply with the applicable Business Enterprise Policy set out in this Agreement and in the Supplementary Conditions, as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

3.5.3 When Original Contract Price is greater than \$1,000,000, Contractor shall make Good Faith Efforts to award subcontracts or supply agreements in at least the percentages set out in the Supplementary Conditions for Business Enterprise Policy. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and shall comply with them.

3.5.3.1 Contractor shall require written subcontracts with Business Enterprises and shall submit all disputes with Business Enterprises to voluntary mediation. Business Enterprise subcontracts complying with City Code of Ordinances

Chapter 15, Article II must contain the terms set out in Subparagraph 3.5.3.2. If Contractor is an individual person, as distinguished from a corporation, partnership, or other legal entity, and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

3.5.3.2 Contractor shall ensure that subcontracts with Business Enterprise firms are clearly labeled **"THIS CONTRACT MAY BE SUBJECT TO MEDIATION ACCORDING TO THE TEXAS ALTERNATIVE DISPUTE RESOLUTION ACT"** and contain the following terms:

3.5.3.2.1 (Business Enterprise) may not delegate or subcontract more than 50 percent of work under this subcontract to any other subcontractor without the express written consent of the City's OBO Director (the "Director").

3.5.3.2.2 (Business Enterprise) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the Subcontractors and Suppliers, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. (Business Enterprise) shall keep the books and records available for this purpose for at least four years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3.5.3.2.3 Within five business days of execution of this subcontract, Contractor and (Business Enterprise) shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

3.5.4 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into the Contract for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions. IF

CONTRACTOR DOES NOT PAY IN ACCORDANCE WITH THE PAY OR PLAY PROGRAM WITHIN 30 DAYS OF THE DATE CITY ENGINEER SENDS CONTRACTOR WRITTEN NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS UP TO THE AMOUNT OWED FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS CONTRACT, AND CONTRACTOR WAIVES ANY RECOURSE.

3.6 PREVAILING WAGE RATES

3.6.1 Contractor shall comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic.

3.6.2 Prevailing wage rates applicable to the Work may be one or a combination of the following wage rates identified in Division 00:

- 3.6.2.1 Federal Wage Rate General Decisions
 - 3.6.2.1.1 Highway Rates
 - 3.6.2.1.2 Building Rates
 - 3.6.2.1.3 Heavy Construction Rates
 - 3.6.2.1.4 Residential Rates
- 3.6.2.2 City Prevailing Wage Rates
 - 3.6.2.2.1 Building Construction Rates
 - 3.6.2.2.2 Engineering Construction Rates
 - 3.6.2.2.3 Asbestos Worker Rates

3.6.3 Each week Contractor shall submit to the City's Mayor's Office of Business Opportunity certified copies of payrolls showing classifications and wages paid by Contractor, Subcontractors, and Suppliers for each employee under the Contract, for any day included in the Contract.

3.7 LABOR CONDITIONS

3.7.1 In the event of labor disputes affecting Contractor or Contractor's employees, Contractor shall utilize all possible means to resolve disputes in order that the Work not be delayed to any extent. These means will include seeking injunctive relief and filing unfair labor practice charges, and any other action available to Contractor.

3.7.2 When Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay timely performance of the Work, Contractor shall immediately notify City Engineer in writing. No Claims will be accepted by City Engineer for costs incurred as a result of jurisdictional or labor disputes.

3.8 DRUG DETECTION AND DETERRENCE

3.8.1 It is the policy of the City to achieve a drug-free work force and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on the City's premises is prohibited. By executing the Contract, Contractor represents and certifies that it meets and will comply with all requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31, (Revised) ("Executive Order"). Mayor's Policy is on file in the office of the City Secretary. Copies of Executive Order may be obtained at the location specified in the Advertisement for Bids.

3.8.1.1 The Executive Order applies to the City's contracts for labor or services except the following:

3.8.1.1.1 contracts authorized by Emergency Purchase Orders,

3.8.1.1.2 contracts in which imposition of requirements of the Executive Order would exclude all potential bidders or proposers, or would eliminate meaningful competition for the Contract,

3.8.1.1.3 contracts with companies that have fewer than 15 employees during any 20-week period during a calendar year and no safety impact positions,

3.8.1.1.4 contracts with non-profit organizations providing services at no cost or reduced cost to the public, and

3.8.1.1.5 contracts with federal, state, or local governmental entities.

3.8.1.2 Prior to execution of the Contract, Contractor shall have filed with the City:

3.8.1.2.1 a Drug Policy Compliance Agreement form (Attachment "A" to the Executive Order), and

3.8.1.2.2 a copy of Contractor's drug free workplace policy, and

3.8.1.2.3 a written designation of all safety impact positions, if applicable, or a Contractor's Certification of a No Safety Impact Positions form (Attachment "C" to the Executive Order).

3.8.1.3 Every six months during performance of the Contract and upon completion of the Contract, Contractor shall file a Drug Policy Compliance Declaration form (Attachment "B" to the Executive Order). The Contractor shall submit the Drug Policy Compliance Declaration within 30 days of expiration of each six-month period of performance and within 30 days of completion of the Contract. The first six-month period shall begin on Date of Commencement of the Work.

3.8.1.4 Contractor shall have a continuing obligation to file updated designation of safety impact positions when additional safety impact positions are added to Contractor's employee workforce during performance of the Work.

3.8.1.5 Contractor shall require its Subcontractors and Suppliers to comply with the Mayor's Policy and Executive Order. Contractor is responsible for securing and maintaining required documents from Subcontractors and Suppliers for the City inspection throughout the term of the Contract.

3.8.1.6 Failure of Contractor to comply with requirements will be a material breach of the Contract entitling the City to terminate in accordance with Section 14.1.

3.9 MATERIALS & EQUIPMENT

3.9.1 Unless otherwise provided in the Contract, Contractor shall provide and assume full responsibility for Products, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, transportation, temporary facilities, supplies, and other facilities and incidentals necessary for Furnishing, performing, testing, starting-up, and completing the Work.

3.9.1.1 Contractor, Subcontractors, and Suppliers shall use Ultra Low Sulfur Diesel Fuel in all diesel operating vehicles and motorized equipment utilized in performing the Work. Ultra Low Sulfur Diesel Fuel is defined as diesel fuel having 15 ppm or the applicable standard set by state or federal law or rules and regulations of the Texas Commission on Environmental Quality, or the Environmental Protection Agency, whichever is less in sulfur content. Off-road Ultra Low Sulfur Diesel Fuel may be used in lieu of on-road Ultra Low Sulfur

Diesel Fuel. Contractor shall provide, upon request by City Engineer, proof that Contractor, Subcontractors, and Suppliers are using Ultra Low Sulfur Diesel Fuel.

3.9.2 Contractor shall provide Products that are:

3.9.2.1 new, unless otherwise required or permitted by the Contract, and

3.9.2.2 of specified quality.

If required by City Engineer, Contractor shall furnish satisfactory evidence, including reports of required tests, as to kind and quality of Products.

3.9.3 Contractor shall store Products in a safe, neat, compact, and protected manner. Contractor shall also store Products delivered during the work, along the right-of-way:

3.9.3.1 so as to cause the least inconvenience to property owners, tenants, and general public; and

3.9.3.2 so as not to block access to, or be closer than, three feet to any fire hydrant.

Contractor shall protect trees, lawns, walks, drives, streets, and other improvements that are to remain, from damage. If private or public property is damaged by Contractor, Contractor shall, at its sole expense, restore the damaged property to at least its original condition.

3.9.3.1 Contractor shall obtain City Engineer's approval for storage areas used for Products for which payment has been requested under Paragraph 9.6.1. Contractor shall provide the City access to the storage areas for inspection purposes. Products, once paid for by the City, become the property of the City and may not be removed from place of storage, without City Engineer's written permission except for a movement to the site. Contractor's Installation Floater, required under Section 11.2, shall cover all perils, including loss or damage to Products during storage, loading, unloading, and transit to the site.

3.10 PRODUCT OPTIONS AND SUBSTITUTIONS

3.10.1 For Products specified by reference standards or by description only, Contractor may provide any Product meeting those standards or description.

3.10.2 For Products specified by naming one or more manufacturers with provision for substitutions or equal, Contractor may submit a request for substitution for any manufacturer not named.

3.10.3 City Engineer will consider requests for substitutions only within the first 15 percent of Contract Time, or first 90 days after date of Notice to Proceed, whichever is less.

3.10.4 Contractor shall document each request for substitution with complete data substantiating compliance of proposed substitution with the Contract.

3.10.5 A request for substitution constitutes a representation that Contractor:

3.10.5.1 has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product;

3.10.5.2 shall provide the same warranty for the substitution as for the specified Product;

3.10.5.3 shall coordinate installation of the proposed substitution and make changes to other work which may be required for the Work to be completed, with no additional cost or increase in time to the City;

3.10.5.4 confirms that cost data is complete and includes all related costs under the Contract;

3.10.5.5 waives Claim for additional costs or time extensions that may subsequently become apparent; and

3.10.5.6 shall provide review or redesign services by a design consultant with appropriate professional license and shall obtain re-approval and permits from authorities.

3.10.6 City Engineer will not consider and will not approve substitutions when:

3.10.6.1 they are indicated or implied on Shop Drawing or Product Data submittals without separate written request; or

3.10.6.2 acceptance will require revision to the Contract.

3.10.7 City Engineer may reject requests for substitution, and his decision will be final and binding on the Parties.

3.11 CASH ALLOWANCES

3.11.1 Contract Price includes Cash Allowances as identified in the Contract.

3.11.2 The City will pay the actual costs of Cash Allowance item exclusive of profit, overhead or

administrative costs. If actual costs exceed the Cash Allowance, City Engineer must approve a Change Order for the additional costs.

3.12 WARRANTY

3.12.1 Contractor warrants to the City that Products furnished under the Contract are:

3.12.1.1 free of defects in title;

3.12.1.2 of good quality; and

3.12.1.3 new, unless otherwise required or permitted by the Contract.

If required by the City Engineer, Contractor shall furnish satisfactory evidence as to kind, quality and title of Products, and that Products conform to requirements of the Contract.

3.12.2 In the event of a defect in a Product, either during construction or warranty period, Contractor shall take appropriate action with manufacturer of Product to assure correction or replacement of defective Product with minimum delay.

3.12.3 Contractor warrants that the Work is free of defects not inherent in the quality required or permitted, and that the Work does conform with the requirements of the Contract. Contractor further warrants that the Work has been performed in a thorough and workmanlike manner.

3.12.4 Contractor warrants that the Work is free of concentrations on polychlorinated biphenyl (PCB) and other substances defined as hazardous by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other applicable law or regulation.

3.12.5 Work not conforming to requirements of Section 3.12, including substitutions not properly approved and authorized, may be considered nonconforming work.

3.12.6 Contractor's warranty excludes remedy for damage or defect caused by:

3.12.6.1 improper or insufficient maintenance by the City;

3.12.6.2 normal wear and tear under normal usage; or

3.12.6.3 claim that hazardous material was incorporated into the Work, if that material was specified in the Contract.

3.12.7 Contractor warrants that title to all work covered by Contractor's request for payment passes to the City upon incorporation into the Work or upon Contractor's receipt of payment, whichever occurs first. The Contractor further warrants that the title is

free of all liens, claims, security interests or other interests ("Encumbrances"). If not, upon written demand from City Engineer, Contractor shall immediately take legal action necessary to remove Encumbrances.

3.13 TAXES

3.13.1 Contractor shall pay all sales, consumer, use, and similar taxes, which are in effect or scheduled to go into effect on or before bids are received, related to work provided by Contractor.

3.13.2 Contractor shall obtain, and require Subcontractors and Suppliers to obtain, necessary permits from the state and local taxing authorities to perform contractual obligations under the Contract, including sales tax permits.

3.13.3 The City is exempt from the Federal Transportation and Excise Tax. Contractor shall comply with federal regulations governing the exemptions.

3.13.4 Products incorporated into the Work are exempt from state sales tax according to provisions of the TEX. TAX CODE ANN. CH. 151, Subsection H.

3.14 PERMITS, FEES, AND NOTICES

3.14.1 Unless otherwise provided in the Contract, Contractor shall secure and pay for all construction permits, licenses, and inspections:

3.14.1.1 necessary for proper execution and completion of the Work; and

3.14.1.2 legally required at time bids are received.

3.15 CONSTRUCTION SCHEDULES

3.15.1 On receipt of Notice to Proceed, Contractor shall promptly prepare and submit construction schedule for the Work for City Engineer's review. The schedule must reflect the minimum time required to complete the Work not to exceed Contract Time.

3.15.2 Contractor shall give 24-hour written notice to City Engineer before commencing work or resuming work where work has been stopped. Contractor shall also give the same notice to inspectors.

3.15.3 Contractor shall incorporate milestones specified in Summary of Work Specification into the construction schedule. Contractor's failure to meet a milestone, as determined by City Engineer, may be considered a material breach of the Contract.

3.15.4 Each month, Contractor shall submit to City Engineer a copy of an updated construction schedule indicating actual progress, incorporating applicable changes, and indicating courses of action required to assure completion of the Work within Contract Time.

3.15.5 Contractor shall keep a current schedule of submittals that coordinates with the construction schedule, and shall submit the initial schedule of submittals to City Engineer for approval.

3.16 DOCUMENTS AND SAMPLES AT THE SITE

3.16.1 Contractor shall maintain at the site, and make available to City Engineer, one record copy of Drawings, Specifications, and Modifications. Contractor shall maintain the documents in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the site, approved Shop Drawings, Product Data, Samples, and similar submittals, which will be delivered to City Engineer prior to final inspection as required in Paragraph 9.11.4.

3.16.2 Contractor shall maintain all books, documents, papers, accounting records, and other relevant documentation pursuant to the Work and shall make the books, documents, papers, and accounting records available to representatives of the City for review and audits during the Contract term and for the greater of three years following Date of Substantial Completion or until all litigation or audits are fully resolved.

3.16.3 Contractor shall provide to City Attorney all documents and records that City Attorney deems necessary to assist in determining Contractor's compliance with the Contract, with the exception of those documents made confidential by federal or state law or regulation.

3.17 MANUFACTURER'S SPECIFICATIONS

3.17.1 Contractor shall handle, store, and Install Products and perform all work in the manner required by Product manufacturer. Should the Contract and manufacturer's instructions conflict, Contractor shall report conflict to City Engineer for resolution prior to proceeding with the affected work.

3.17.2 References in the Contract to the manufacturer's specifications, directions, or recommendations, mean manufacturer's current published documents in effect as of date of receipt

of bids, or in the case of a Modification, as of date of Modification.

3.18 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.18.1 Shop Drawings, Product Data, and Samples are not part of the Contract. The purpose of Contractor submittals is to demonstrate, for those portions of the Work for which submittals are required, the way Contractor proposes to conform to information given and design concept expressed in the Contract.

3.18.2 Contractor shall submit to Project Manager for review the Shop Drawings, Product Data, and Samples, which are required by the Contract. Review by Project Manager is subject to limitations of Paragraph 4.1.4. Contractor shall transmit the submittals to the Project Manager with reasonable promptness and in a sequence, so as to cause no delay in the Work or in activities of the City or of separate contractors. Contractor shall transmit submittals in time to allow a minimum of 30 days for Project Manager's review prior to date Contractor needs reviewed submittals returned. This time may be shortened for a particular job requirement if approved by Project Manager in advance of submittal.

3.18.3 Contractor shall certify that the content of submittals conforms to the Contract without exception by affixing Contractor's approval stamp and signature. By certifying and submitting Shop Drawings, Product Data, and Samples, Contractor represents, and Contractor's stamp of approval shall state, that Contractor has determined and verified materials, quantities, field measurements, and field construction criteria related to the submittal, and has checked and coordinated information contained within the submittals with requirements of the Contract.

3.18.4 Contractor may not perform any work requiring submittal and review of Shop Drawings, Product Data, or Samples until the submittal has been returned with appropriate review decision by the Project Manager. Contractor shall perform work in accordance with the review.

3.18.5 If Contractor performs any work requiring submittals prior to review and acceptance of the submittals by Project Manager, such work is at Contractor's risk and the City is not obligated to accept work if the submittals are later found to be unacceptable.

3.18.6 If, in the opinion of Project Manager, the submittals are incomplete, or demonstrate an inadequate understanding of the Work or lack of review by the Contractor, then submittals may be returned to the Contractor for correction and resubmittal.

3.18.7 Contractor shall direct specific attention in writing and on the resubmitted Shop Drawings, Product Data, or Samples to any additional proposed revisions, other than those revisions requested by Project Manager on previous submittals.

3.18.8 Contractor is not relieved of responsibility for deviations from requirements of the Contract by Project Manager's review of Shop Drawings, Product Data, or Samples unless Contractor has specifically informed Project Manager in writing of the deviation at the time of the submittal, and Project Manager has given written approval of the deviation.

3.18.9 When professional certification of performance criteria of Products is required by the Contract, the City may rely upon accuracy and completeness of the calculations and certifications.

3.18.10 For Product colors or textures to be selected by the City, Contractor shall submit all samples together to allow preparation of a complete selection schedule.

3.18.11 Contractor shall submit informational submittals, on which Project Manager is not expected to take responsive action, as required by the Contract.

3.18.12 Submittals made by Contractor which are not required by the Contract may be returned to Contractor without action.

3.19 CULTURAL RESOURCES AND ENDANGERED SPECIES

3.19.1 Contractor may not remove or disturb, or cause to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. If Contractor discovers one of these items, Contractor shall immediately notify City Engineer and further comply with the requirements of 13 Tex. Admin. Code Chs. 25 and 26 (2002), or successor regulation. Contractor shall protect site and cultural resources from further disturbance until professional examination can be made or until clearance to proceed is authorized in writing by City Engineer.

3.19.2 Should either threatened or endangered plant or animal species be encountered, Contractor shall cease work immediately in the area of encounter and notify City Engineer.

3.20 *CUTTING AND PATCHING*

3.20.1 Contractor is responsible for necessary cutting, fitting, and patching to accomplish the Work and shall suitably support, anchor, attach, match, and trim or seal materials to work of other contractors. Contractor shall coordinate the Work with work of other contractors to minimize conflicts, as provided in Article 6.

3.20.2 Contractor may not endanger work by cutting, digging, or other action, and may not cut or alter work of other contractors except by written consent of City Engineer and affected contractor.

3.21 *CLEANING*

3.21.1 Contractor shall perform daily cleanup of all dirt, debris, scrap materials and other disposable items resulting from Contractor's operations, whether on-site or off-site. Unless otherwise authorized in writing by City Engineer, Contractor shall keep all streets, access streets, driveways, areas of public access, walkways, and other designated areas clean and open at all times.

3.21.2 Failure of Contractor to maintain a clean site, including access streets, is the basis for City Engineer to issue a Notice of Noncompliance. Should compliance not be attained within the time period in the Notice of Noncompliance, City Engineer may authorize necessary cleanup to be performed by others and the cost of the cleanup will be deducted from monies due Contractor.

Contractor shall legally dispose off-site, all waste materials and other excess materials resulting from Contractor's operations.

3.22 *SANITATION*

3.22.1 Contractor shall provide and maintain sanitary facilities at site for use of all construction forces under the Contract. Newly-constructed or existing sanitary facilities may not be used by Contractor.

3.23 *ACCESS TO WORK AND TO INFORMATION*

3.23.1 Contractor shall provide the City, Design Consultant, testing laboratories, and governmental agencies which have jurisdictional interests, access to the Work in preparation and in progress wherever

located. Contractor shall provide proper and safe conditions for the access.

3.23.2 If required by City Engineer, Contractor shall furnish information concerning character of Products and progress and manner of the Work, including information necessary to determine cost of the Work, such as number of employees, pay of employees, and time employees worked on various classes of the Work.

3.24 *TRADE SECRETS*

3.24.1 Contractor will not make any claim of ownership of trade secrets as to products used in the Work, or preparation of any mixture for the Work. City Engineer will at all times have the right to demand and Contractor shall furnish information concerning materials or samples of ingredients of any materials used, or proposed to be used, in preparation of concrete placed or other work to be done. Mixtures, once agreed on, shall not be changed in any manner without knowledge and consent of City Engineer. The City will make its best efforts to protect confidentiality of proprietary information.

3.25 *INDEMNIFICATION*

3.25.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.25.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS .1 through .3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.25.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT;

3.25.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.25.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF CONTRACTOR FOR THE CITY'S CONCURRENT NEGLIGENCE SHALL NOT EXCEED \$1,000,000.

3.26 RELEASE AND INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

3.26.1 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THE CONTRACT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.26.2 CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT WITHOUT THE CITY ENGINEER'S PRIOR WRITTEN CONSENT.

3.26.3 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER:

3.26.3.1 OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT, OR

3.26.3.2 IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS.

IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR PRODUCT, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.27 INDEMNIFICATION PROCEDURES

3.27.1 *Notice of Indemnification Claims:* If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within 10 days. The notice must include the following:

3.27.1.1 a description of the indemnification event in reasonable detail,

3.27.1.2 the basis on which indemnification may be due, and

3.27.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.27.2 *Defense of Indemnification Claims:*

3.27.2.1 *Assumption of Defense:*

Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnified loss.

3.27.2.2 *Continued Participation:* If

Contractor elects to defend the claim, the City may retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any

settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it:

- 3.27.2.2.1 would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City;
- 3.27.2.2.2 would require the City to pay amounts that Contractor does not fund in full; or
- 3.27.2.2.3 would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.28 **CONTRACTOR DEBT**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THE CONTRACT.

3.29 **PRESERVATION OF CONTRACTING INFORMATION**

3.29.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records

retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

3.29.2 If Contractor fails to comply with any one or more of the requirements of this Section, *PRESERVATION OF CONTRACTING INFORMATION*, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 **CONTRACT ADMINISTRATION**

4.1.1 City Engineer will provide administration of the Contract and City Engineer is authorized to issue Change Orders, Work Change Directives, and Minor Changes in the Work.

4.1.2 City Engineer may act through Project Manager, Design Consultant, or Inspector. When the term "City Engineer" is used in the Contract, action by City Engineer is required unless City Engineer delegates his authority in writing. The City Engineer may not delegate authority to render decisions under Section 4.4.

The City does not have control over or charge of, and is not responsible for, supervision, construction, and safety procedures enumerated in Section 3.3.

The City does not have control over or charge of and is not responsible for acts or omissions of Contractor, Subcontractors, or Suppliers.

4.1.3 The City and Design Consultant may attend project meetings and visit the site to observe progress and quality of the Work. The City and Design Consultant are not required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

4.1.4 Project Manager will review and approve or take other appropriate action on Contractor's submittals, but only for limited purpose of checking for conformance with information given and design concept expressed in the Contract.

4.1.5 Project Manager's review of the submittals is not conducted for purpose of determining accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of Products, all of which remain the responsibility of Contractor.

4.1.6 Project Manager's review of submittals does not relieve Contractor of its obligations under Sections 3.3, 3.12, and 3.18. Review does not constitute approval of safety precautions or, unless otherwise specifically stated by Project Manager in writing, of construction means, methods, techniques, sequences, or procedures. Project Manager's review of a specific item does not indicate approval of an assembly of which the item is a component.

4.1.7 Based on field observations and evaluations, Project Manager will process Contractor's progress payments, certify amounts due Contractor, and issue Certificates for Payment in the amount certified.

4.1.8 Project Manager will receive and forward to City Engineer for his review and records, written warranties and related documents required by the Contract and assembled by Contractor.

4.1.9 Upon written request by Contractor or Project Manager, City Engineer will resolve matters of interpretation of or performance of the Contract, which are not Claims. City Engineer's decisions are final and binding on the Parties.

4.1.10 City Engineer may reject work which does not conform to the Contract.

4.1.11 When City Engineer considers it necessary to implement the intent of the Contract, City Engineer may require additional inspection or

testing of work in accordance with Paragraphs 13.6.3 and 13.6.4, whether such work is fabricated, installed, or completed.

4.2 COMMUNICATIONS IN ADMINISTRATION OF THE CONTRACT

4.2.1 Except as otherwise provided in the Contract or when authorized by City Engineer in writing, Contractor shall communicate with Project Manager. Contractor shall communicate with Design Consultant, Design Consultant's subconsultants, and separate contractors through Project Manager. The City will communicate with Subcontractors and Suppliers through Contractor.

4.3 CLAIMS AND DISPUTES

4.3.1 *Documentation by Project Manager:* Contractor shall submit Claims, including those alleging an error or omission by Project Manager or Design Consultant, to Project Manager for documentation and recommendation to City Engineer.

4.3.2 *Decision of City Engineer:* Upon submission of Claim by Project Manager or Contractor, City Engineer will resolve Claims in accordance with Section 4.4.

4.3.3 *Time Limits on Claims:* Claims by Contractor must be made within 90 days after occurrence of event giving rise to the Claim.

4.3.4 *Continuing the Contract Performance:* Pending final resolution of a Claim including referral to non-binding mediation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of the Contract and the City will continue to make payments in accordance with the Contract.

4.3.4.1 Pending final resolution of a Claim including referral to non-binding mediation, Contractor is responsible for safety and protection of physical properties and conditions at site.

4.3.5 *Claims for Concealed or Unknown Conditions:* Concealed or unknown physical conditions include utility lines, other man-made structures, storage facilities, Pollutants and Pollutant Facilities, and the like, but do not include conditions arising from Contractor operations, or failure of Contractor to properly protect and safeguard subsurface facilities. Concealed conditions also

include naturally-occurring soil conditions outside the range of soil conditions identified through geotechnical investigations, but do not include conditions arising from groundwater, rain, or flood.

4.3.5.1 If conditions are encountered at the site which are Underground Facilities or otherwise concealed or unknown conditions which differ materially from:

4.3.5.1.1 those indicated by the Contract; or

4.3.5.1.2 conditions which Contractor could have discovered through site inspection, geotechnical testing, or otherwise;

then Contractor will give written notice to City Engineer no later than five days after Contractor's first observation of the condition and before condition is disturbed. Contractor's failure to provide notice constitutes a waiver of a Claim.

4.3.5.2 City Engineer will promptly investigate concealed or unknown conditions. If City Engineer determines that conditions at the site are not materially different and that no change in Contract Price or Contract Time is justified, City Engineer will notify Contractor in writing, stating reasons. If City Engineer determines the conditions differ materially and cause increase or decrease in Contractor's cost or time required for performance of part of the Work, City Engineer will recommend an adjustment in Contract Price or Contract Time, or both, as provided in Article 7. Opposition by a Party to the City Engineer's determination must be made within 21 days after City Engineer has given notice of the decision. If the Parties cannot agree on adjustment to Contract Price or Contract Time, adjustment is subject to further proceedings pursuant to Section 4.4.

4.3.6 *Claims for Additional Cost:* If Contractor wishes to make a Claim for increase in Contract Price, Contractor shall give written notice before proceeding with work for which Contractor intends to submit a Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

4.3.6.1 Contractor may file a Claim in accordance with Section 4.4 if Contractor believes it has incurred additional costs, for the following reasons:

4.3.6.1.1 written interpretation of City Engineer;

4.3.6.1.2 order by City Engineer to stop the Work when Contractor is not at fault;

4.3.6.1.3 suspension of the Work by City Engineer;

4.3.6.1.4 termination of the Contract by City Engineer; or

4.3.6.1.5 The City's non-compliance with another provision of the Contract.

4.3.6.2 No increase in Contract Price is allowed for delays or hindrances to the Work, except for direct and unavoidable extra costs to Contractor caused by failure of the City to provide information and services, or to make land and materials available, when required of the City under the Contract. Any increase claimed is subject to the provisions of Section 4.4 and Article 7.

4.3.6.3 The City is not liable for Claims for delay when Date of Substantial Completion occurs prior to expiration of Contract Time.

4.3.7 *Claims for Additional Time:* If Contractor wishes to make a Claim for an increase in Contract Time, Contractor shall give written notice as provided in Section 8.2. In case of continuing delay, only one Claim is necessary.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 City Engineer will review Claims and take one or more of the following preliminary actions within 30 days of receipt of Claim:

4.4.1.1 submit a suggested time to meet and discuss the Claim with City Engineer;

4.4.1.2 reject Claim, in whole or in part, stating reasons for rejection;

4.4.1.3 recommend approval of the Claim by the other Party;

4.4.1.4 suggest a compromise; or

4.4.1.5 take other actions as City Engineer deems appropriate to resolve the Claim.

4.4.2 City Engineer may request additional supporting data from claimant. Party making Claim shall, within 10 days after receipt of City Engineer's request, submit additional supporting data requested by City Engineer.

4.4.3 At any time prior to rendering a written decision regarding a Claim, City Engineer may refer Claim to non-binding mediation. If Claim is resolved, City Engineer will prepare and obtain all appropriate documentation. If Claim is not resolved, City

Engineer will take receipt of Claim and begin a new review under Section 4.4.

4.4.4 If Claim is not referred to or settled in non-binding mediation, City Engineer may conduct a hearing and will render a written decision, including findings of fact, within 75 days of receipt of Claim, or a time mutually agreed upon by the Parties in writing. City Engineer may notify Surety and request Surety's assistance in resolving Claim. City Engineer's decision is final and binding on the Parties.

4.5 *CONDITION PRECEDENT TO SUIT;
WAIVER OF ATTORNEY FEES AND
INTEREST*

4.5.1 A final decision by the City Engineer is a condition precedent to file suit in any jurisdiction for a claim made in connection with this Contract.

4.5.2 Neither the City nor Contractor may recover attorney fees for any claim brought in connection with this Contract.

4.5.3 Neither the City nor the Contractor may recover interest for any damages claim brought in connection with this Contract except as allowed by TEXAS LOCAL GOVERNMENT CODE Chapter 2251.

4.6 *INTERIM PAYMENT WAIVER &
RELEASE*

4.6.1 In accordance with section 4.3, the Contractor shall use due diligence in the discovery and submission of any Claim against the City related to the Contractor's work.

4.6.2 The Contractor shall submit any Claim to the City not later than the 90th day after the occurrence of the event giving rise to the Claim.

4.6.3 Any failure to timely comply with the requirements of section 4.6.2 waives and releases any Claim when the Contractor submits an application for payment after the 90th day.

4.6.4 This waiver does not cover any retainage. In case of any conflict of law, this language shall be revised to the minimum extent necessary to avoid legal conflict. This waiver is made specifically for the benefit of the City.

**ARTICLE 5 - SUBCONTRACTORS AND
SUPPLIERS**

5.1 *AWARD OF SUBCONTRACTS OTHER
CONTRACTS FOR PORTIONS OF
THE WORK*

5.1.1 Contractor may not contract with a Subcontractor, Supplier, person, or entity that City Engineer has made a reasonable and timely objection to.

5.1.2 If City Engineer has a reasonable objection to person or entity proposed by Contractor, Contractor shall propose another with whom City Engineer has no reasonable objection.

5.1.3 Contractor shall execute contracts with approved Subcontractors, Suppliers, persons, or entities before the Subcontractors or Suppliers begin work under the Contract. All such contracts must be executed and sent to the OBO Director and Contracting Department within 30 days after the date of the Notice to Proceed and must include provisions set forth in Articles 3 and 5 of this Document.

5.1.4 Contractor shall notify City Engineer in writing of any proposed change of Subcontractor, Supplier, person, or entity previously accepted by the City.

5.1.5 Contractor shall make timely payments to Subcontractors and Suppliers for performance of the Contract. Contractor shall protect, defend, and indemnify the City from any claim or liability arising out of Contractor's failure to make the payments. Disputes relating to payment of Business Enterprise Subcontractors or Suppliers will be submitted to arbitration in same manner as other disputes under Business Enterprise subcontracts. Failure of Contractor to comply with decisions of arbitrator may be determined by City Engineer a material breach leading to termination of the Contract.

5.2 *CONTRACTOR RESPONSIBILITY FOR
SUBCONTRACTORS*

5.2.1 Contractor is responsible to the City, as may be required by laws and regulations, for all acts and omissions of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under direct or indirect contract with Contractor.

5.2.2 Contractor shall make available to each proposed Subcontractor, prior to execution of subcontract, copies of the Contract to which

Subcontractor is bound by this Section 5.2. Contractor shall notify Subcontractor of any terms of proposed subcontract which may be at variance with the Contract.

5.2.3 The City's approval of Subcontractor or Suppliers does not relieve Contractor of its obligation to perform, or to have performed to the full satisfaction of the City, the Work required by the Contract.

5.2.4 Unless there is a contractual relationship between Contractor and a Subcontractor or Supplier to the contrary, Contractor shall withhold no more retainage from Subcontractors or Suppliers than City withholds from Contractor under this Agreement. However, once a Subcontractor or Supplier completes performance, Contractor shall release all retainage to that Subcontractor or Supplier regardless if City continues to retain under this Agreement.

5.2.5 Prior to a Subcontractor or Supplier commencing performance for Contractor, Contractor shall meet with that Subcontractor or Supplier to provide instructions on invoicing procedures, dispute resolution procedures, and statutory rights, such as claim filing procedures under the McGregor Act. Subcontractors and Suppliers must certify to the City Engineer that Contractor has fulfilled the requirements of this Section.

ARTICLE 6 - CONSTRUCTION BY THE CITY OR BY SEPARATE CONTRACTORS

6.1 *THE CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS*

6.1.1 The City may perform on-site construction operations related to the Work and as part of the Project with the City's workforce or with separate contractors.

6.2 *COORDINATION*

6.2.1 The City will coordinate activities of the City's workforce and of each separate contractor with work of Contractor, and Contractor shall cooperate with the City and separate contractors.

6.2.1.1 Contractor shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so by the Project Manager. Contractor shall make revisions to construction schedule and Contract Price deemed necessary after joint review

and mutual agreement. Construction schedules shall then constitute schedules to be used by Contractor, separate contractors, and the City, until subsequently revised.

6.2.2 Contractor shall afford to the City and to separate contractors reasonable opportunity for introduction and storage of their materials and equipment, and for performance of their activities.

6.2.3 If part of Contractor's work depends on proper execution of construction or operations by the City or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, inspect the other work and promptly report to City Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the Work. Failure of Contractor to report apparent discrepancies or defects in the other construction shall constitute acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive Contractor's work, except as to discrepancies or defects not then reasonably discoverable.

6.3 *MUTUAL RESPONSIBILITY*

6.3.1 The responsible party bears the costs caused by delays, by improperly timed activities, or by nonconforming construction.

6.3.2 Contractor shall promptly remedy damage caused by Contractor to completed or partially completed construction or to property of the City or separate contractor.

6.3.3 Claims or disputes between Contractor and other City contractors, or subcontractors of other City contractors, working on the Project must be submitted to binding arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association upon demand by any party to the dispute or by the City.

6.4 *THE CITY'S RIGHT TO CLEAN UP*

6.4.1 If dispute arises among Contractor, separate contractors, and the City as to responsibility under their respective contracts for maintaining premises and surrounding area free from waste materials and rubbish as described in Section 3.21, the City may clean up and allocate cost among those responsible, as determined by City Engineer.

ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in scope of the Work, subject to limitations in Article 7 and elsewhere in the Contract, may be accomplished without invalidating the Contract, or without notifying Surety by:

- 7.1.1.1 Change Order;
- 7.1.1.2 Work Change Directive; or
- 7.1.1.3 Minor Change in the Work.

7.1.2 The following types of Change Orders require City Council approval:

- 7.1.2.1 a single Change Order that exceeds five percent of Original Contract Price,
- 7.1.2.2 a Change Order which, when added to previous Change Orders, exceeds five percent of Original Contract Price,
- 7.1.2.3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the general scope of work approved by City Council in previous Change Orders, exceeds 40 percent of the Original Contract Price, even if the net increase to the Original Contract Price is five percent or less.

In this context, "increase" means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

Nothing in this Section is intended to permit an increase of the Contract Price in excess of the limit set out in TEX. LOC. GOV'T CODE ANN. §252.048 or its successor statute.

7.1.3 Contractor shall proceed promptly to execute changes in the Work provided in Modifications, unless otherwise stated in the Modification.

7.2 WORK CHANGE DIRECTIVES

7.2.1 A Work Change Directive cannot change Contract Price or Contract Time, but is evidence that the Parties agree that a change, ordered by directive, will be incorporated in a subsequently issued Change Order as to its effect, if any, on Contract Price or Contract Time.

7.2.2 Failure by Contractor to commence work identified in a Work Change Directive within the time specified by City Engineer, or to complete the work in a reasonable period of time, may be determined by City Engineer to be a material breach of Contract.

7.2.3 A Work Change Directive is used in the absence of total agreement of the terms of a Change Order. Interim payments are made in accordance with Paragraph 9.6.1.

7.2.4 If Contractor signs a Work Change Directive, then Contractor agrees to its terms including adjustment in Contract Price and Contract Time or method for determining them. Agreement by the Parties to adjustments in Contract Price and Contract Time are immediately recorded as a Change Order.

7.2.5 City Engineer, by Work Change Directive, may direct Contractor to take measures as necessary to expedite construction to achieve Date of Substantial Completion on or before expiration of Contract Time. When the Work is expedited solely for convenience of the City and not due to Contractor's failure to prosecute timely completion of the Work, then Contractor is entitled to an adjustment in Contract Price equal to actual costs determined in accordance with Article 7.

7.3 ADJUSTMENTS IN CONTRACT PRICE

7.3.1 Adjustments in Contract Price are accomplished by Change Order and are based on one of the following methods:

- 7.3.1.1 mutual acceptance of fixed price, properly itemized and supported by sufficient data to permit evaluation;
- 7.3.1.2 unit prices stated in the Contract or subsequently agreed upon;
- 7.3.1.3 cost to be determined in a manner agreed upon by the Parties and mutually acceptable fixed or percentage fee; or
- 7.3.1.4 as provided in Paragraph 7.3.2.

7.3.2 If Contractor does not agree with a change in Contract Price or Contract Time or the method for adjusting them specified in the Work Change Directive within 21 days from date of the Work Change Directive's issuance, method and adjustment are determined by City Engineer. If Project Manager or Contractor disagree with City Engineer's determination they then may file a Claim in accordance with Section 4.4.

7.3.2.1 If City Engineer determines a method and adjustment in Contract Price under Paragraph 7.3.2, Contractor shall provide, in a form as City Engineer may prescribe, appropriate supporting data for items submitted under Paragraph 7.3.2. Failure to submit the data within 21 days of

request for the data by City Engineer shall constitute waiver of a Claim.

Contractor and Subcontractors, allowance for overhead and profit are applied to an amount equal to cost of all additions less cost of all deletions to the Work. Allowance for overhead to Contractor and first tier Subcontractors on changes performed by Subcontractors are applied to an amount equal to the sum of all increases to the Work by applicable Subcontractors.

	Overhead	Profit
to Contractor for change in the Work performed by Subcontractors:	10 percent	0 percent
to first tier Subcontractors for change in the Work performed by its Subcontractors:	10 percent	0 percent
to Contractor and Subcontractor for change in the Work performed by their respective firms:	10 percent	5 percent

7.3.2.2 Unless otherwise provided in the Contract, costs for the purposes of this Paragraph 7.3.2 are limited to the following:

7.3.2.2.1 costs of labor, including labor burden as stated below for social security, unemployment insurance, customary and usual fringe benefits required by agreement or custom, and Workers' Compensation insurance;

7.3.2.2.1.1 the maximum labor burden applied to costs of labor for changes in the Work is 55 percent;

7.3.2.2.2 costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

7.3.2.2.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, with prior approval of City Engineer;

7.3.2.2.4 costs of premiums for Bonds and insurance and permit fees related to the change in the Work;

7.3.2.2.5 additional costs of direct supervision of work and field office personnel directly attributable to the change; and

7.3.2.2.6 allowances for overhead and profit as stated below.

7.3.2.2.6.1 the maximum allowances for overhead and profit on increases due to Change Orders:

7.3.2.2.6.2 for changes in the Work performed by

7.3.3 If the City deletes or makes a change, which results in a net decrease in Contract Price, the City is entitled to a credit calculated in accordance with Paragraphs 7.3.1 and 7.3.2 and Subparagraphs 7.3.2.1, and 7.3.2.2.1 through 7.3.2.2.5. When both additions and credits covering related work or substitutions are involved in a change, allowance for overhead and profit is figured on the basis of a net increase, if any, with respect to that change in accordance with Subparagraph 7.3.2.2.6.

7.3.4 When Contractor agrees with the determination made by City Engineer concerning adjustments in Contract Price and Contract Time, or the Parties otherwise reach agreement upon the adjustments, the agreement will be immediately recorded by Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 A Minor Change in Work is binding on the Parties. Contractor shall acknowledge, in a written form acceptable to City Engineer, that there is no change in Contract Time or Contract Price and shall carry out the written orders promptly.

ARTICLE 8 - TIME

8.1 PROGRESS AND COMPLETION

8.1.1 Time is of the essence in the Contract. By executing the Contract, Contractor agrees that Contract Time is a reasonable period for performing the Work.

8.1.2 *Computation of Time:* In computing any period of time prescribed or allowed by the General Conditions, the day of the act, event, or default after which designated period of time begins to run is not to be included. Last day of the period so computed

is to be included, unless it is a Sunday or Legal Holiday, in which event the period runs until end of next day which is not a Sunday or Legal Holiday. Sundays and Legal Holidays are considered to be days and are to be included in all other time computations relative to Contract Time.

8.1.3 Contractor may not commence the Work prior to the effective date of insurance and Bonds required by Article 11.

8.1.4 Contractor shall proceed expeditiously and without interruption, with adequate forces, and shall achieve Date of Substantial Completion within Contract Time.

8.1.5 Should progress of the Work fall behind construction schedule, except for reasons stated in Paragraph 8.2.1, Contractor shall promptly submit at the request of Project Manager, updated construction schedule to City Engineer for approval. Contractor's failure to submit updated schedule may, at City Engineer's discretion, constitute a material breach of the Contract. Contractor shall take action necessary to restore progress by working the hours, including night shifts and lawful overtime operations as necessary, to achieve Date of Substantial Completion within Contract Time.

8.1.6 Except in connection with safety or protection of persons or the Work or property at the site or adjacent to the site, and except as otherwise indicated in the Contract, all the Work at the site will be performed Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. Contractor may not perform work between 7:00 p.m. and 7:00 a.m., on a Sunday, or on a Legal Holiday, without giving City Engineer 24-hour prior written notice and receiving written consent of City Engineer.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Contractor may request extension of Contract Time for a delay in performance of work that arises from causes beyond control and without fault or negligence of Contractor. Examples of these causes are:

- 8.2.1.1 acts of God or of the public enemy;
- 8.2.1.2 acts of government in its sovereign capacity;
- 8.2.1.3 fires;
- 8.2.1.4 floods;
- 8.2.1.5 epidemics;
- 8.2.1.6 quarantine restrictions;
- 8.2.1.7 strikes;
- 8.2.1.8 freight embargoes;
- 8.2.1.9 unusually severe weather; and

8.2.1.10 discovery of Pollutants or Pollutant Facilities at the site.

8.2.2 For any reason other than those listed in Section 4.3.6.2, if the Contractor's work is delayed in any manner or respect, the Contractor shall have no claim for damages and shall have no right of additional compensation from the City by reason of any delay or increased expense to the Contractor's work, except for an extension of time as provided in this provision.

8.2.3 Contractor may request an extension of Contract Time for delay only if:

8.2.3.1 delay is caused by failure of Subcontractor or Supplier to perform or make progress; and

8.2.3.2 cause of failure is beyond control of both Contractor and Subcontractor or Supplier.

8.2.4 Claims relating to Contract Time must be made in accordance with Paragraph 4.3.7.

8.2.5 Claims for extending or shortening Contract Time are based on written notice promptly delivered by the Party making Claim to other Party. Claim must accurately describe occurrence generating Claim, and a statement of probable effect on progress of the Work.

8.2.6 Claims for extension of Contract Time are considered only when a Claim is filed within the time limits stated in Paragraph 4.3.3.

8.2.6.1 Notwithstanding paragraph 4.3.3, an extension of time for delays under this paragraph may be granted only upon written application by the Contractor within 48 hours from the claimed delay.

8.2.7 Written notice of Claim must be accompanied by claimant's written statement that adjustment claimed is entire adjustment to which claimant is entitled as a result of the occurrence of the event. When the Parties cannot agree, Claims for adjustment in Contract Time are determined by City Engineer in accordance with Section 4.4.

8.2.8 Adjustments to Contract Time are accomplished by Change Order.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 UNIT PRICE WORK

9.1.1 Where the Contract provides that all or part of the Work is based on Unit Prices, the Original Contract Price includes, for all Unit Price work, an

amount equal to the sum of Unit Prices times Unit Price Quantities for each separately identified item of Unit Price work.

9.1.2 Each Unit Price includes an amount to cover Contractor's overhead and profit for each separately identified item.

9.1.3 The Contractor may not make a Claim against the City for excess or deficiency in Unit Price Quantities provided in the Contract, except as provided in Subparagraph 9.1.4. Payment at the prices stated in the Contract is in full for the completed work. Contractor is not entitled to additional payment for materials, supplies, labor, tools, machinery and all other expenditures incidental to satisfactory completion of the Work.

9.1.4 City Engineer may increase or decrease quantities of the Work within limitations stated in Paragraph 7.1.2. Contractor is entitled to payment for actual quantities of items provided at Unit Prices set forth in the Contract.

9.1.5 Where the final quantity of work performed by Contractor on Major Unit Price Work item differs by more than 25 percent from quantity of the item stated in the Contract, a Party may request an adjustment in Unit Price, for the portion that differs by more than 25 percent, by a Change Order under Section 7.3.

9.2 ESTIMATES FOR PAYMENT, UNIT PRICE WORK

9.2.1 Following the day of each month indicated in the Contract, Project Manager will prepare a Certificate for Payment for the preceding monthly period based on estimated units of work completed. Prior to preparing Certificate of Payment, Contractor shall have submitted to City Engineer, on a form approved by the Director of the Office of Business Opportunity, evidence satisfactory to the City Engineer of payments made to Subcontractors and Suppliers for the month preceding the month for which the Certificate for Payment is prepared, including evidence of electronic submission of certified payrolls.

9.2.2 Before final completion, City Engineer will review and confirm with Contractor the actual final installed Unit Price quantities. City Engineer's determination of actual final installed Unit Price quantities will be included in the final Certificate for Payment and any previous underpayments and overpayments will be reconciled with the actual final Unit Price quantities. Contractor shall file written notice of intent to appeal, if any, City Engineer's determination within 10 days of receipt of final

Certificate for Payment. Upon expiration of the 10-day period, City Engineer's decision is final and binding on the Parties. If Contractor submits notice within the 10-day period, Contractor shall submit a Claim in accordance with Section 4.4.

9.3 STIPULATED PRICE WORK

9.3.1 For work contracted on a Stipulated Price basis, 10 days before submittal of first Application for Payment, Contractor shall submit to City Engineer a Schedule of Values allocated to various portions of the Work, prepared in the form and supported by the data as City Engineer may require to substantiate its accuracy. This schedule, as approved by City Engineer, is used as a basis for approval of Contractor's Applications for Payment.

9.4 APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK

9.4.1 For work contracted on a Stipulated Price basis, Contractor shall submit Applications for Payment to City Engineer each month on a form acceptable to City Engineer in accordance with Schedule of Values. Application must indicate percentages of completion of each portion of the Work listed in Schedule of Values as of the end of the period covered by the Application for Payment.

9.4.2 Applications for Payment must be supported by substantiating data as City Engineer may require and must reflect retainages as provided below. Evidence satisfactory to the City Engineer of payments made to Subcontractors and Suppliers for the month preceding the month for which the Application for Payment is submitted must accompany each Application for Payment on a form approved by the Director of the Office of Business Opportunity. Evidence of electronic submission of certified payrolls must be included. Application must be sworn and notarized.

9.5 CERTIFICATES FOR PAYMENT

9.5.1 City Engineer will, within 10 days after the date specified in the Contract for Unit Price work, or upon receipt of Contractor's Application for Payment for Stipulated Price work, issue a Certificate for Payment for work based on amount which City Engineer determines is properly due, with copy to Contractor.

9.5.2 Unless otherwise provided in the Contract, payment for completed work and for properly stored Products is conditioned upon compliance with procedures satisfactory to City Engineer to protect the City's interests. Procedures will include applicable insurance, storage, and

transportation to site for materials and equipment stored off-site. Contractor is responsible for maintaining materials and equipment until Date of Substantial Completion.

9.5.3 Contractor shall document its use of Ultra Low Sulfur Diesel Fuel by providing invoices and receipts evidencing Contractor's use.

9.6 *COMPUTATIONS OF CERTIFICATES FOR PAYMENT*

9.6.1 Subject to the provisions of the Contract, the amount of each Certificate for Payment is calculated as follows:

9.6.1.1 that portion of Contract Price allocated to completed work as determined by:

9.6.1.1.1 multiplying the percentage of completion of each portion of the Work listed in the Schedule of Values by the value of that portion of the Work, or

9.6.1.1.2 multiplying Unit Price quantities Installed times the Unit Prices listed in the Contract;

9.6.1.2 plus progress payments for completed work that has been properly authorized by Modifications;

9.6.1.3 less retainage of five percent;

9.6.1.4 plus actual costs, properly substantiated by certified copies of invoices and freight bills, of non-perishable materials and equipment delivered and properly stored, if approved in advance by Project Manager, less 15 percent;

9.6.1.5 less any previous payments by the City.

9.7 *DECISIONS TO WITHHOLD CERTIFICATION*

9.7.1 City Engineer may decline to certify payment and may withhold payment in whole or in part to the extent reasonably necessary to protect the City if, in City Engineer's opinion, there is reason to believe that:

9.7.1.1 nonconforming work has not been remedied;

9.7.1.2 the Work cannot be completed for unpaid balance of Contract Price;

9.7.1.3 there is damage to the City or another contractor;

9.7.1.4 the Work will not be completed within Contract Time and that unpaid balance will not be adequate to cover actual and liquidated damages;

9.7.1.5 probable evidence that third party claims will be filed in court, in arbitration, or otherwise;

9.7.1.6 Contractor has failed to make payments to Subcontractors or Suppliers for labor, material, or equipment; or

9.7.1.7 Contractor has persistently failed to carry out work in accordance with the Contract.

9.7.1.8 Contractor has not paid Subcontractors or Suppliers because of a payment dispute; or

9.7.1.9 Contractor has failed to provide satisfactory evidence described in Paragraphs 9.2.1, 9.4.2, and 9.8.2.

9.7.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.7.3 City Engineer may decline to certify payment and may withhold request for payment in whole or in part upon failure of Contractor to submit initial construction schedule or monthly schedule updates, as required in Paragraphs 3.15.1 and 3.15.3.

9.8 *PROGRESS PAYMENTS*

9.8.1 The City will make payment, in an amount certified by City Engineer, within 20 days after City Engineer has issued a Certificate for Payment.

9.8.2 The City has no obligation to pay or to facilitate the payment to a Subcontractor or Supplier, except as may otherwise be required by law. Contractor shall comply with the prompt payment requirements of Chapter 2251 of the Government Code. State law requires payment of Subcontractors and Suppliers by Contractor within 7 calendar days of Contractor's receipt of payment from the City, unless there is a payment dispute between Contractor and a Subcontractor or Supplier evidenced on a form approved by the Director of Mayor's Office of Business Opportunity and submitted to the City Engineer each month with Application for Payment or Estimate for Payment. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

9.8.2.1 The City may, upon request and at the discretion of City Engineer, furnish to Subcontractor information regarding percentages of completion or the amounts applied for by Contractor, and action taken thereon by the City because of work done by the Subcontractor.

9.8.2.2 Contractor shall prepare and submit to City Engineer a Certification of Payment to Subcontractors and Suppliers form to be attached to each monthly Estimate for Payment or Application for Payment.

9.8.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Work by the City, does not constitute acceptance of work which is not in accordance with the Contract.

9.9 *DATE OF SUBSTANTIAL COMPLETION*

9.9.1 When Contractor considers the Work, or a portion thereof designated by City Engineer, to be substantially complete, Contractor shall prepare and submit to Project Manager a comprehensive punch list of items to be completed or corrected. Failure to include an item on the punch list does not alter the responsibility of Contractor to comply with the Contract.

9.9.1.1 By submitting the punch list to Project Manager, Contractor represents that work on the punch list will be completed within the time provided for in Subparagraph 9.9.4.3.

9.9.2 Upon receipt of Contractor's punch list, Project Manager will inspect the Work, or designated portion thereof, to verify that the punch list contains all items needing completion or correction. If Project Manager's inspection discloses items not on Contractor's punch list, the items must be added to the punch list of items to be completed or corrected. If Project Manager's inspection reveals that Contractor is not yet substantially complete, Contractor shall complete or correct the deficiencies and request another inspection by Project Manager. The City may recover the costs of re-inspection from Contractor.

9.9.3 Prior to City Engineer's issuing a Certificate of Substantial Completion, Contractor shall also provide:

9.9.3.1 Certificate of Occupancy for new construction, or Certificate of Compliance for remodeled work, as applicable, and

9.9.3.2 compliance with Texas Accessibility Standards through state inspection of the Work, if required. If Contractor calls for inspection in a timely manner and the inspection is delayed through no fault of Contractor, and City Engineer so confirms, City Engineer may, upon request by Contractor, add the inspection to the

punch list in Paragraph 9.9.2 and issue a Certificate of Substantial Completion.

9.9.4 When the Work, or designated portion thereof, is determined by City Engineer to be sufficiently complete in accordance with the Contract so the City can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended, City Engineer will prepare a Certificate of Substantial Completion that incorporates the punch list in Paragraph 9.9.2 and establishes:

9.9.4.1 Date of Substantial Completion;

9.9.4.2 responsibilities of the Parties for security, maintenance, heating, ventilating and air conditioning, utilities, damage to the Work, and insurance; and

9.9.4.3 fixed time within which Contractor shall complete all items on punch list of items to be corrected accompanying the certificate.

9.9.5 Warranties required by the Contract shall commence on the Date of Substantial Completion unless otherwise provided by City Engineer in Certificate of Substantial Completion. Warranties may not commence on items not substantially completed.

9.9.6 After Date of Substantial Completion and upon application by Contractor and approval by City Engineer, the City may make payment, reflecting adjustment in retainage, if any, as follows:

9.9.6.1 with the consent of Surety, the City may increase payment to Contractor to 96 percent of Contract Price, less value of items to be completed and accrued liquidated damages.

9.9.7 Contractor shall complete or correct the items in Paragraph 9.9.2 within the time period set out in the Certificate of Substantial Completion. If Contractor fails to do so, the City may issue a Notice of Noncompliance and proceed according to Section 2.5.

9.10 *PARTIAL OCCUPANCY OR USE*

9.10.1 The City may occupy or use any completed or partially completed portion of the Work at any stage, provided the occupancy or use is consented to by Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of Contractor to partial occupancy or use may not be unreasonably withheld.

9.10.2 Immediately prior to the partial occupancy or use, Project Manager and Contractor shall jointly inspect the area to be occupied or

portion of the Work to be used to determine and record condition of the Work.

9.10.3 Partial occupancy or use of a portion of the Work does not constitute acceptance of work not in compliance with requirements of the Contract.

9.11 *FINAL COMPLETION AND FINAL PAYMENT*

9.11.1 Contractor shall review the Contract and inspect the Work prior to Contractor notification to City Engineer that the Work is complete and ready for final inspection. Contractor shall submit affidavit that the Work has been inspected and that the Work is complete in accordance with requirements of the Contract.

9.11.2 Project Manager will make final inspection within 15 days after receipt of Contractor's written notice that the Work is ready for final inspection and acceptance. If Project Manager finds the Work has been completed in accordance with the Contract, Contractor shall submit items set out in Paragraph 9.11.4 and, for stipulated price contracts, a final Application for Payment. City Engineer will, within 10 days, issue Certificate of Final Completion stating that to the best of City Engineer's knowledge, information, and belief, the Work has been completed in accordance with the Contract, and will recommend acceptance of the Work by City Council.

9.11.3 Should work be found not in compliance with requirements of the Contract, City Engineer will notify Contractor in writing of items of noncompliance. Upon inspection and acceptance of the corrections by Project Manager, compliance with all procedures of Paragraph 9.11.2, and Contractor's submission of the items set out in Paragraph 9.11.4, the City Engineer will issue Certificate of Final Completion to Contractor as provided in Paragraph 9.11.2.

9.11.4 Contractor shall submit the following items to City Engineer before City Engineer will issue a Certificate of Final Completion:

9.11.4.1 affidavit that payrolls, invoices for materials and equipment, and other indebtedness of Contractor connected with the Work, less amounts withheld by the City, have been paid or otherwise satisfied. If required by City Engineer, Contractor shall submit further proof including waiver or release of lien or claims from laborers or Suppliers of Products;

9.11.4.2 certificate evidencing that insurance required by the Contract to remain in force after final payment is currently in effect, will not be canceled or materially changed until at least 30 days written notice has been given to the City;

9.11.4.3 written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover correction and warranty period required by the Contract;

9.11.4.4 consent of Surety to final payment; and

9.11.4.5 copies of record documents, maintenance manuals, tests, inspections, and approvals.

Upon City Engineer's issuance of a Certificate of Final Completion, Contractor may request increase in payment to 99 percent of Contract Price, less accrued liquidated damages.

9.11.5 If Contractor fails to submit required items in Paragraph 9.11.4 within 10 days of Project Manager's inspection of the Work under Paragraph 9.11.2 or Paragraph 9.11.3, City Engineer may, but is not obligated to:

9.11.5.1 deduct liquidated damages accrued from monies held;

9.11.5.2 proceed to City Council for acceptance of the Work, minus some or all of the items Contractor fails to submit under Paragraph 9.11.4; and,

9.11.5.3 upon acceptance by City Council of the portion of the Work completed, make final payment as set out in Paragraph 9.11.8.

9.11.6 If final completion is materially delayed through no fault of Contractor, or by issuance of Change Orders affecting date of final completion, and City Engineer so confirms, the City may, upon application by Contractor and certification by City Engineer, and without terminating the Contract, make payment of balance due for that portion of the Work fully completed and accepted.

9.11.7 If remaining balance due for work not corrected is less than retainage stipulated in the Contract, Contractor shall submit to City Engineer written consent of Surety to payment of balance due for that portion of the Work fully completed and accepted, prior to certification of the payment. The payment is made under terms governing final payment, except that it does not constitute waiver of Claims.

9.11.8 The City will make final payment to Contractor within 30 days after acceptance of the

Work by City Council, subject to limitations, if any, as stated in the Contract.

9.11.9 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, whether known or unknown, by Contractor, except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

9.12 LIQUIDATED DAMAGES

9.12.1 Contractor, Surety, and the City agree that failure to complete the Work within Contract Time will cause damages to the City and that actual damages from harm are difficult to estimate accurately. Therefore, Contractor, Surety, and the City agree that Contractor and Surety are liable for and shall pay to the City the amount stipulated in Supplementary Conditions as liquidated damages, and that the amount of damages fixed therein is a reasonable forecast of just compensation for harm to the City resulting from Contractor's failure to complete the Work within Contract Time. The amount stipulated will be paid for each day of delay beyond Contract Time until Date of Substantial Completion.

9.12.2 Contractor shall pay the City an amount equal to \$1,200.00 per diesel operating vehicle or piece of motorized equipment per incident of high sulfur diesel fuel usage.

ARTICLE 10 - SAFETY PRECAUTIONS

10.1 SAFETY PROGRAMS

10.1.1 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Contract. Contractor shall submit a safety program to City Engineer prior to mobilizing for the Work, and is solely responsible for safety, efficiency, and adequacy of ways, means, and methods, and for damage which might result from failure or improper construction, maintenance, or operation performed by Contractor.

10.2 POLLUTANTS AND POLLUTANT FACILITIES

10.2.1 If Contractor encounters material on-site which it reasonably believes to be a Pollutant or facilities which it reasonably believes to be a Pollutant Facility, Contractor shall immediately stop work in affected area and immediately notify City Engineer, confirming the notice thereafter in writing.

10.2.2 If City Engineer determines that the material is a Pollutant or facility is a Pollutant Facility, work in affected area may not be resumed except by Modification, and only if the work would not violate applicable laws or regulations.

10.2.3 If City Engineer determines that the material is not a Pollutant or a facility is not a Pollutant Facility, work in affected area will be resumed upon issuance of a Modification.

10.2.4 Contractor is not required to perform, unless authorized by Change Order, work relating to Pollutants or Pollutant Facilities except for that work relating to Pollutants or Pollutant Facilities specified in the Contract.

10.3 SAFETY OF THE ENVIRONMENT, PERSONS, AND PROPERTY

10.3.1 Contractor shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury, or loss from all causes, to:

10.3.1.1 employees performing work on-site, and other persons who may be affected thereby;

10.3.1.2 work, including Products to be incorporated into the Work, whether in proper storage, under control of Contractor or Subcontractor; and

10.3.1.3 other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal or replacement in course of construction.

10.3.2 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons, property, or environment.

10.3.2.1 Contractor shall comply with requirements of Underground Facility Damage Prevention and Safety Act TEX. UTIL. CODE ANN. Ch. 251 (Vernon Supp. 2002).

10.3.2.2 Contractor shall comply with all safety rules and regulations of the Federal Occupational Health and Safety Act of 1970 and subsequent amendments (OSHA).

10.3.3 Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of persons and property, including posting

danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.3.4 Contractor shall designate responsible member of Contractor's organization at site whose duty is prevention of accidents. This person will be Contractor's Superintendent unless otherwise designated by Contractor in writing to City Engineer.

10.3.5 Contractor shall prevent windblown dust and may not burn or bury trash debris or waste products on-site. Contractor shall prevent environmental pollution, including but not limited to particulates, gases and noise, as a result of the Work.

10.3.6 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on the activities under supervision of properly qualified personnel.

10.3.7 Contractor shall promptly remedy damage and loss to property referred to in Subparagraphs 10.3.1.2 and 10.3.1.3, caused in whole or in part by Contractor, or Subcontractors, which is not covered by insurance required by the Contract. Contractor is not required to remedy damage or loss attributable to the City, Design Consultant, or other contractors.

10.4 EMERGENCIES

10.4.1 In emergencies affecting safety of persons or property, Contractor shall act at Contractor's discretion to prevent imminent damage, injury, or loss. Additional compensation or extension of time claimed by Contractor because of emergencies are determined as provided in Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 With no intent to limit Contractor's liability under indemnification provisions set forth in Paragraphs 3.25 and 3.26, Contractor shall provide and maintain in full force and effect during term of the Contract and all extensions and amendments thereto, at least the following insurance and available limits of liability.

11.1.2 If any of the following insurance is written as "claims made" coverage and the City is

required to be carried as additional insured, then Contractor's insurance shall include a two-year extended discovery period after last date that Contractor provides any work under the Contract.

11.1.3 Aggregate amounts of coverage, for purposes of the Contract, are agreed to be amounts of coverage available during fixed 12-month policy period.

11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR

11.2.1 *Risks and Limits of Liability:* Contractor shall maintain the insurance coverages in the listed amounts, as set out in Table 1.

11.2.2 If Limit of Liability for Excess Coverage is \$2,000,000 or more, Limit of Liability for Employer's Liability may be reduced to \$500,000.

11.2.3 *Insurance Coverage:* At all times during the term of this Contract and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

11.2.4 *Form of insurance:* The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide. Each insurer is subject to approval by City

Engineer in City Engineer's sole discretion as to conformance with these requirements.

11.2.5 *Required Coverage:* The City shall be an Additional Insured under this Contract, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. Contactor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.

11.2.6 *Deductibles:* Contractor assumes and bears any claims or losses to extent of deductible amounts and waives any claim it may ever have for same against the City, its officers, agents, or employees.

11.2.7 *Notice:* **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

11.2.8 *Subrogation:* Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees. Each policy, except professional liability, must contain an endorsement waiving such claim.

11.2.9 *Endorsement of Primary Insurance:* Each policy, except Workers' Compensation policies, must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising hereunder.

11.2.10 *Liability for Premium:* Contractor is solely responsible for payment of all insurance

premium requirements hereunder and the City is not obligated to pay any premiums.

11.2.11 *Additional Requirements for Workers' Compensation Insurance Coverage:* Contractor shall, in addition to meeting the obligations set forth in Table 1, maintain throughout the term of the Contract Workers' Compensation coverage as required by statute, and Contractor shall specifically comply with requirements set forth in Paragraph 11.2.10. The definitions set out below shall apply only for purposes of this Paragraph 11.2.10.

11.2.12 Definitions:

11.2.12.1 *Certificate of Coverage:* A copy of certificate of insurance, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation insurance coverage for Contractor's, Subcontractor's, or Supplier's employees providing services for the duration of the Contract.

11.2.12.2 *Duration of the Work:* Includes the time from Date of Commencement of the Work until Contractor's work under the Contract has been completed and accepted by City Council.

11.2.12.3 *Persons providing services for the Work (Subcontractor in Texas Labor Code § 406.096):* includes all persons or entities performing all or part of services Contractor has undertaken to perform on the Work, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of the entity, or employees of entity which furnishes persons to provide services on the Work. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. Services do not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2.13 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meets the statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for employees of Contractor providing services on the Work, for duration of the Work.

11.2.14 Contractor shall provide a Certificate of Coverage to the City prior to being awarded the Contract.

11.2.15 If coverage period shown on Contractor's original Certificate of Coverage ends during duration of the Work, Contractor shall file new Certificate of Coverage with the City showing that coverage has been extended.

11.2.16 Contractor shall obtain from each person providing services on the Work, and provide to City Engineer:

11.2.16.1 Certificate of Coverage, prior to that person beginning work on the Work, so the City will have on file Certificates of Coverage showing coverage for all persons providing services on the Work; and

11.2.16.2 no later than seven days after receipt by Contractor, new Certificate of Coverage showing extension of coverage, if coverage period shown on current Certificate of Coverage ends during the duration of the Work.

11.2.17 Contractor shall retain all required Certificates of Coverage for the duration of the Work and for one year thereafter.

11.2.18 Contractor shall notify City Engineer in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on the Work.

11.2.19 Contractor shall post on-site a notice, in text, form and manner prescribed by Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required to be covered, and stating how person may verify coverage and report lack of coverage.

11.2.20 Contractor shall contractually require each person with whom it contracts to provide services on the Work to:

11.2.20.1 provide coverage, based on proper reporting of classification codes, payroll amounts and filing of any coverage agreements, which meets statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for all its employees providing services on the Work, for the duration of the Work;

11.2.20.2 provide to Contractor, prior to that person's beginning work on the Work, a Certificate of Coverage showing that

coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;

11.2.20.3 provide Contractor, prior to the end of the coverage period, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the duration of the Work;

11.2.20.4 obtain from each other person with whom it contracts, and provide to Contractor: (1) Certificate of Coverage, prior to other person's beginning work on the Work; and (2) new Certificate of Coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on the current Certificate of Coverage ends during duration of the Work.

11.2.20.5 retain all required Certificates of Coverage on file for the duration of the Work and for one year thereafter;

11.2.20.6 notify City Engineer in writing by certified mail or personal delivery within 10 days after person knew, or should have known, of change that materially affects provision of coverage of any person providing services on the Work; and

11.2.20.7 contractually require each person with whom it contracts to perform as required by Paragraphs 11.2.10.1 through 11.2.10.7, with Certificates of Coverage to be provided to person for whom they are providing services.

11.2.21 By signing the Contract or providing or causing to be provided a Certificate of Coverage, Contractor is representing to the City that all employees of Contractor who will provide services on the Work will be covered by Workers' Compensation coverage for the duration of the Work, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier. Contractor is not allowed to self-insure Workers' Compensation. Contractor may be subject to administrative penalties, criminal penalties, civil penalties, or other civil actions for providing false or misleading information.

11.2.22 Contractor's failure to comply with Paragraph 11.2.10 is a breach of the Contract by Contractor, which entitles the City to declare the Contract void if Contractor does not remedy breach

within 10 days after receipt of notice of breach from City Engineer.

11.2.23 *Subcontractor Insurance Requirements:* Contractor shall require Subcontractors and Suppliers to obtain Commercial General Liability, Workers' Compensation, Employer's Liability and Automobile Liability coverage that meets all the requirements of Paragraph 11.2. The amount must be commensurate with the amount of the

subcontract, but not less than \$500,000 per occurrence. Contractor shall require all Subcontractors with whom it contracts directly, whose subcontracts exceed \$100,000, to provide proof of Commercial General Liability and Automobile Liability insurance coverage meeting the above requirements. Contractor shall comply with all requirements set out under Paragraph 11.2.10 as to Workers' Compensation Insurance for all Subcontractors and Suppliers.

TABLE 1
REQUIRED COVERAGE

Coverage	Limit of Liability
1. Workers' Compensation	<ul style="list-style-type: none"> Texas Statutory Limits for Workers' Compensation
2. Employer's Liability	<ul style="list-style-type: none"> Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
3. Commercial General Liability: Including Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of one year following completion of the Work).	<ul style="list-style-type: none"> \$1,000,000 Limit (each occurrence), subject to general aggregate Limit of \$2,000,000 Products and Completed Operations \$2,000,000 aggregate Limit
4. Owner's and Contractor's Protective Liability	<ul style="list-style-type: none"> \$1,000,000 each Occurrence/ aggregate
5. Installation Floater (Unless alternative coverage approved by City Attorney)	<ul style="list-style-type: none"> Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the Work
6. Automobile Liability Insurance: (For automobiles furnished by Contractor in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	<ul style="list-style-type: none"> \$1,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
7. Excess Coverage	<ul style="list-style-type: none"> \$1,000,000 each occurrence/ aggregate in excess of limits specified for Commercial General Liability, and Automobile Liability
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

11.3 *PROOF OF INSURANCE*

11.3.1 Prior to commencing services and at time during the term of the Contract, Contractor shall furnish City Engineer with Certificates of Insurance, along with Affidavit from Contractor confirming that Certificate accurately reflects insurance coverage that is available during term of the Contract. If requested in writing by City Engineer, Contractor shall furnish City Engineer with certified copies of Contractor's actual insurance policies. Failure of Contractor to provide certified copies, as requested,

may be deemed, at City Engineer's or City Attorney's discretion, a material breach of the Contract.

11.3.2 Notwithstanding the proof of insurance requirements, Contractor shall continuously maintain in effect required insurance coverage set forth in Paragraph 11.2. Failure of Contractor to comply with this requirement does constitute a material breach by Contractor allowing the City, at its option, to immediately suspend or terminate work, or exercise any other remedy allowed under the Contract. Contractor agrees that the City has not waived or is not estopped to assert a material

breach of the Contract because of any acts or omissions by the City regarding its review or non-review of insurance documents provided by Contractor, its agents, employees, or assigns.

11.3.3 Contractor shall provide updated certificates of insurance to the Director upon request. The Contractor shall be responsible for delivering a current certificate of insurance in the proper form to the Director as long as Contractor is required to furnish insurance coverage under Paragraph 11.2.

11.3.4 Every certificate of insurance Contractor delivers in connection with this Contract shall

- 11.3.4.1 be less than 12 months old;
- 11.3.4.2 include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and authorized signature;
- 11.3.4.3 include in the Certificate Holder Box the Project name and reference numbers, contractor's email address, and indicates the name and address of the Project Manager;
- 11.3.4.4 include the Contractor's email address in the Certificate Holder Box;
- 11.3.4.5 include the Project reference numbers on the City address so the Project reference number is visible in the envelope window; and
- 11.3.4.6 be appropriately marked to accurately identify all coverages and limits of the policy, effective and expiration dates, and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

11.4 PERFORMANCE AND PAYMENT BONDS

11.4.1 For Contracts over the value of \$25,000, Contractor shall provide Bonds on the City's standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in the Contract pursuant to Chapter 2253 of the Government Code. The Bonds must be for 100 percent of Original Contract Price and in accordance with conditions stated on standard City Performance and Payment Bond and Statutory Payment Bond forms. Bonds may be obtained from Contractor's usual source and cost for the Bonds are included in Contract Price.

11.5 MAINTENANCE BONDS

11.5.1 *One-year Maintenance Bond:* Contractor shall provide Bond on standard City One-year Maintenance Bond form, providing for Contractor's correction, replacement, or restoration of any portion of the Work which is found to be not in compliance with requirements of the Contract during one-year correction period required in Paragraph 12.2. The Maintenance Bond must be for 100 percent of the Original Contract Price.

11.6 SURETY

11.6.1 A Bond that is given or tendered to the City pursuant to the Contract must be executed by a surety company that is authorized and admitted to write surety Bonds in the State of Texas.

11.6.2 If a Bond is given or tendered to the City pursuant to the Contract in an amount greater than 10 percent of Surety's capital and surplus, Surety shall provide certification that Surety has reinsured that portion of the risk that exceeds 10 percent of Surety's capital and surplus. The reinsurance must be with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas. The amount reinsured by reinsurer may not exceed 10 percent of reinsurer's capital and surplus. The amount of allowed capital and surplus must be based on information received from State Board of Insurance.

11.6.3 If the amount of a Bond is greater than \$100,000, Surety shall:

11.6.3.1 also hold certificate of authority from the United States Secretary of Treasury to qualify as surety on obligations permitted or required under federal law; or,

11.6.3.2 Surety may obtain reinsurance for any liability in excess of \$100,000 from reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as surety or reinsurer on obligations permitted or required under federal law.

11.6.4 Determination of whether Surety on the Bond or the reinsurer holds a certificate of authority from the United States Secretary of the Treasury is based on information published in Federal Register covering the date on which Bond was executed.

11.6.5 Each Bond given or tendered to the City pursuant to the Contract must be on City forms with

no changes made by Contractor or Surety, and must be dated, executed, and accompanied by power of attorney stating that the attorney in fact executing such the bond has requisite authority to execute such Bond. The Bonds must be dated and must be no more than 30 days old.

11.6.6 Surety shall designate in its Bond, power of attorney, or written notice to the City, an agent resident in Harris County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

11.6.7 Contractor shall furnish information to a payment bond beneficiary as required by TEX. GOV'T CODE ANN. CH. 2253.

11.7 DELIVERY OF BONDS

11.7.1 Contractor shall deliver required Bonds to the City within time limits stated in Notice of Intent to Award and prior to Date of Commencement of the Work.

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK

12.1 UNCOVERING OF THE WORK

12.1.1 If a portion of the Work has been covered which City Engineer has not specifically requested to observe prior to its being covered, City Engineer may request to see such work and it must be uncovered by Contractor. If such work is in accordance with the Contract, the costs of uncovering and covering such work are charged to the City by Change Order. If such work is not in accordance with the Contract, Contractor shall pay for uncovering and shall correct the nonconforming Work promptly after receipt of Notice of Noncompliance to do so.

12.2 CORRECTION OF THE WORK

12.2.1 Contractor shall promptly correct or remove work rejected by City Engineer or work failing to conform to requirements of the Contract, whether observed before or after Date of Substantial Completion and whether fabricated, Installed, or completed.

12.2.2 Contractor bears costs of correcting the rejected or nonconforming work including additional testing and inspections, and compensation for Design Consultant's services and expenses made necessary thereby.

12.2.3 If within one year after Date of Substantial Completion, or after date for commencement of warranties established under Paragraph 9.9.5 or by other applicable special warranty required by the Contract, whichever is later in time, any of the Work is found not to be in accordance with the requirements of the Contract, Contractor shall correct such work promptly after receipt of Notice of Noncompliance to do so.

12.2.4 One-year correction period for portions of the Work completed after Date of Substantial Completion will begin on the date of acceptance of that portion of the Work. This obligation under this Paragraph survives acceptance of the Work under the Contract and termination of the Contract.

12.2.5 The one-year correction period does not establish a duration for the Contractor's general warranty under Paragraph 3.12. The City retains the right to recover damages from the Contractor as long as may be permitted by the applicable statute of limitations.

12.2.6 If Contractor does not proceed with correction of the nonconforming work within time fixed by Notice of Noncompliance, the City may correct nonconforming work or remove nonconforming work and store salvageable Products at Contractor's expense. Contractor shall pay the costs of correction of nonconforming work and removal and storage of salvageable Products to the City. If Contractor does not pay costs of the correction or removal and storage within 10 days after written notice, the City may sell the Products at auction or at private sale. The City will account for proceeds thereof after deducting costs and damages that would have been borne by Contractor, including compensation for services of Design Consultant and necessary expenses. If the proceeds of sale do not cover costs which Contractor should have borne, Contractor shall pay the value of the deficiency to the City.

12.2.7 Contractor bears cost of correcting work originally installed by Contractor, the City, or by separate contractors and damaged by Contractor's correction or removal of Contractor's work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If City Engineer prefers to accept work which is not in accordance with requirements of the Contract, City Engineer may do so only by issuance of Change Order, instead of requiring its removal and correction. City Engineer will determine Contract Price reduction. The reduction will become effective even if final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 *GOVERNING LAW AND VENUE*

13.1.1 This Contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas.

13.2 *SUCCESSORS*

13.2.1 The Contract binds and benefits the Parties and their legal successors and permitted assigns; however, this Paragraph 13.2.1 does not alter the restrictions on assignment and disposal of assets set out in Paragraph 13.3.1. The Contract does not create any personal liability on the part of any officer or agent of the City.

13.3 *BUSINESS STRUCTURE AND ASSIGNMENTS*

13.3.1 Contractor may not assign the Contract at law or otherwise, or dispose of all or substantially all of its assets without City Engineer's prior written consent. Nothing in this Section, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

13.3.2 Any series, as defined by the TEX. BUS. ORG. CODE ANN., affiliate, subsidiary, or successor to which Contractor assigns or transfers assets shall join in privity and be jointly and severally liable under this Contract.

13.4 *WRITTEN NOTICE*

13.4.1 All notices required or permitted by the Contract must be in writing and must be effected by hand delivery; registered or certified mail, return receipt requested; or facsimile with confirmation copy mailed to receiving Party. Notice is sufficient if made or addressed with proper postage to the address stated in the Agreement for each Party ("Notice Address") or faxed to the facsimile number stated in the Agreement for each Party. The notice is deemed delivered on the earlier of:

13.4.1.1 the date the Notice is actually received;

13.4.1.2 the third day following deposit in a United States Postal Service post office or receptacle; or

13.4.1.3 the date the facsimile is sent unless the facsimile is sent after 5:00 p.m. local time of the recipient and then it is deemed received on the following day.

Any Party may change its Notice Address or facsimile number at any time by giving written notice of the change to the other Party in the manner provided for in this Paragraph at least 15 days prior to the date the change is affected.

13.5 *RIGHTS AND REMEDIES*

13.5.1 Duties and obligations imposed by the Contract and rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.5.2 No act or failure to act by the City or Contractor is a waiver of rights or duties afforded them under the Contract, nor is the act or failure to act constitute approval of or acquiescence in a breach of the Contract. No waiver, approval or acquiescence is binding unless in writing and, in the case of the City, signed by City Engineer.

13.6 *TESTS AND INSPECTIONS*

13.6.1 Contractor shall give City Engineer, Construction Manager, and Design Consultant timely notice of the time and place where tests and inspections are to be made. Contractor shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.6.2 The City will employ and pay for services of an independent testing laboratory to perform inspections or acceptance tests required by the Contract except:

13.6.2.1 inspections or tests covered by Paragraph 13.6.3;

13.6.2.2 those otherwise specifically provided in the Contract; or

13.6.2.3 costs incurred in connection with tests or inspections conducted pursuant to Paragraph 12.2.2.

13.6.3 Contractor is responsible for and shall pay all costs in connection with inspection or testing required in connection with City Engineer's acceptance of a Product to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation into the Work.

13.6.4 Neither observations by the City, Construction Manager, or Design Consultant, nor inspections, tests, or approvals by others, relieves Contractor from Contractor's obligations to perform the Work in accordance with the Contract.

13.7 *INTEREST*

13.7.1 No interest will accrue on late payments by the City except as provided under Chapter 2251 of the Government Code.

13.8 *PARTIES IN INTEREST*

13.8.1 The Contract does not bestow any rights upon any third party, but binds and benefits the Parties only.

13.9 *ENTIRE CONTRACT*

13.9.1 The Contract merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants, express or implied, or other terms of any kind, exist between the Parties regarding the Contract.

13.10 *WRITTEN AMENDMENT*

13.10.1 Changes to the Contract that cannot be effected by Modifications, must be made by written amendment, which will not be effective until approved by City Council.

13.11 *COMPLIANCE WITH LAWS*

13.11.1 Contractor shall comply with the Americans with Disabilities Act of 1990 as amended (ADA) and Texas Architectural Barriers Act and all regulations relating to either statute.

13.11.2 Contractor shall comply with all applicable federal, state, and city laws, rules and regulations.

13.12 *SEVERABILITY*

13.12.1 If any part of the Contract is for any reason found to be unenforceable, all other parts remain enforceable to the extent permitted by law.

13.13 *COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS*

13.13.1 *Anti-Boycott of Israel.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement

not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

13.13.2 *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

13.13.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

13.13.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

13.14 *ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING & RELATED ACTIVITIES*

13.14.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 *TERMINATION BY THE CITY FOR CAUSE*

14.1.1 Each of the following acts or omissions of Contractor or occurrences shall constitute an "Event of Default" under the Contract:

- 14.1.1.1 Contractor refuses or fails to supply enough properly skilled workers or proper Products;
- 14.1.1.2 Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- 14.1.1.3 Contractor is guilty of material breach of any duty or obligation of Contractor under the Contract, including, but not limited to, failure to submit certified payrolls electronically;
- 14.1.1.4 Contractor has had any other contract with the City terminated for cause at any time subsequent to the effective date of the Contract as set out in the Agreement; or
- 14.1.1.5 Contractor fails to utilize Ultra Low Sulfur Diesel Fuel, as required in Paragraph 3.9.1.1.

14.1.2 If an Event of Default occurs, City Engineer may, at his option and without prejudice to any other rights or remedies which the City may have, deliver a written notice to Contractor and Surety describing the Event of Default and giving the Contractor 10 days to cure the Event of Default. If after the cure period, Contractor has failed or refused to cure the Event of Default, then City Engineer may deliver a second written notice to Contractor giving notice of the termination of the Contract or of the termination of Contractor's performance under the Contract ("Notice of Termination"). If City Engineer issues a Notice of Termination, then City Engineer may, subject to any prior rights of Surety and any other rights of the City under the Contract or at law:

- 14.1.2.1 request that Surety complete the Work; or
- 14.1.2.2 take possession of the site and all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor; and
- 14.1.2.3 finish the Work by whatever reasonable method City Engineer may deem expedient.

14.1.3 After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by City Engineer, Contractor shall:

- 14.1.3.1 stop the Work on the date and to the extent specified in the Notice of Termination;
- 14.1.3.2 place no further orders or subcontracts for Products or services;

14.1.3.3 terminate all orders and subcontracts to the extent that they relate to performance of work terminated;

14.1.3.4 assign to the City, in the manner, at the times, and to the extent directed by City Engineer, all rights, title, and interest of Contractor, under the terminated supply orders and subcontracts. The City may settle or pay claims arising out of termination of the orders and subcontracts;

14.1.3.5 settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of City Engineer;

14.1.3.6 take action as may be necessary, or as City Engineer may direct, for protection and preservation of property related to the Work that is in possession of Contractor, and in which the City has or may acquire an interest; and

14.1.3.7 secure the Work in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.

14.1.4 If the City terminates the Contract or terminates Contractor's performance under the Contract for any one or more of the reasons stated in Paragraph 14.1.1, Contractor may not receive any further payment until the Work is complete, subject to Paragraph 14.1.5.

14.1.5 If the unpaid balance of Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under the Contract, the balance will be paid to Contractor. If the costs of finishing the Work exceed the unpaid balance, Contractor shall, within 10 days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City will be certified by City Engineer in writing, and this obligation for payment shall survive termination of the Contract or termination of Contractor's performance under the Contract. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the project.

14.2 *TERMINATION BY THE CITY FOR CONVENIENCE*

14.2.1 City Engineer may, without cause and without prejudice to other rights or remedies of the City, give Contractor and Surety a Notice of Termination with a seven days written notice.

14.2.2 After receipt of the Notice of Termination, and except as otherwise approved by City Engineer, Contractor shall conform to requirements of Paragraph 14.1.3.

14.2.3 After receipt of the Notice of Termination, Contractor shall submit and substantiate to the City its termination Claim, in forms required by City Engineer. The Claim will be submitted and substantiated to the City promptly, but no later than six months from the effective date of termination, unless one or more extensions are granted by City Engineer in writing. If Contractor fails to submit its termination Claim within the time allowed, in accordance with Paragraph 14.2.4, City Engineer will determine, on the basis of available information, the amount, if any, due to Contractor because of termination, and City Engineer's determination is final and binding on the Parties. The City will then pay to Contractor the amount so determined.

14.2.4 City Engineer will determine, on the basis of information available to City Engineer, the amount due, if any, to Contractor for the termination as follows:

14.2.4.1 Contract Price for all work performed in accordance with the Contract up to the date of termination determined in the manner prescribed for monthly payments in Article 9, except no retainage is withheld by the City either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage or in transit.

14.2.4.2 Reasonable termination expenses, including costs for settling and paying Subcontractor and Supplier claims arising out of termination of the Work, reasonable cost of preservation and protection of the City's property after termination, if required, and the cost of Claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of Contractor, or litigation costs, including attorneys' fees.

No amount is allowed for anticipated profit or central office overhead on uncompleted work, or any cost or lost profit for other business of Contractor alleged to be damaged by the termination.

14.2.5 Contractor shall promptly remove from the site any construction equipment, tools, and temporary facilities, except the temporary facilities which City Engineer may wish to purchase and retain.

14.2.6 Contractor shall cooperate with City Engineer during the transition period.

14.2.7 The City will take possession of the Work and materials delivered to the site, in storage, or in transit, as of date or dates specified in the Notice of Termination, and is responsible for maintenance, utilities, security, and insurance, as stated in Notice of Termination.

14.3 *SUSPENSION BY THE CITY FOR CONVENIENCE*

14.3.1 City Engineer may, without cause, after giving Contractor and Surety 24-hour prior written notice, order Contractor to suspend, delay, or interrupt the Work in whole or in part for a period of time as City Engineer may determine.

14.3.2 An adjustment will be made in Contract Time equivalent to the time of suspension.

14.3.3 Adjustment will be made to Contract Price for increases in the cost of performance of the Work, including profit on increased cost of performance caused by suspension, delay, or interruption of the Work in accordance with Paragraph 7.3. No adjustment will be made to the extent that:

14.3.3.1 performance was, or would have been, suspended, delayed, or interrupted by another cause for which Contractor is responsible; or

14.3.3.2 adjustment is made or denied under another provision of the Contract.

14.4 *TERMINATION BY CONTRACTOR*

14.4.1 Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of Contractor, directly related to one of these events:

14.4.1.1 issuance of an order of a court or other public authority having jurisdiction;

14.4.1.2 act of government, such as a declaration of national emergency which makes material unavailable; or

14.4.1.3 if repeated suspensions, delays, or interruptions by the City as described in Paragraph 14.3 constitute, in the aggregate, more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less;

No termination will be effective for the above reasons if Contractor delivers written notice to City Engineer describing the reason for termination, giving the proposed termination date, and granting the City a reasonable opportunity to respond and cure any City default before termination is effective.

14.4.2 If the Contract is terminated pursuant to this Paragraph 14.4, Contractor shall comply with the requirements of Paragraphs 14.2.2 through 14.2.7.

[END OF DOCUMENT]

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the August 13, 2021 edition of the General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

1.1 *DEFINITIONS: Insert the following Paragraphs 1.1.9.1, 1.1.23, and 1.1.25, and reorder the remaining definitions accordingly. Please insert the amended definition of "Specifications".*

1.1.9.1 The firm of _____ has been employed by the City as Construction Manager for the Work.

1.1.23 *Good Faith Efforts.* Steps taken to achieve an MBE, WBE, SBE, or PDBE goal or other requirements which, by their scope, intensity, and usefulness, demonstrate the bidder's responsiveness to fulfill the business opportunity objective, as well as the Contractor's responsibility to put forth measures to meet or exceed the MBE, WBE, SBE, or PDBE goal (Contract Goal). These steps apply from before a contract's award, through its duration, and after its conclusion, in the event the Contractor has been unsuccessful in meeting the Contract Goal. These efforts are required whether a Goal Oriented Contract or a Regulated Contract, as defined in the Office of Business Opportunity's Policy & Procedures Manual, available at <http://www.houstontx.gov/obo>.

1.1.25 *Incidental Work.* Work described as incidental shall be work defined in Document 01110 - Summary of Work, that do not have a direct pay item listed in the Document 00410B - Bid Form Part B, or less than 1% of the Contract Price and not capable of being measured. If Work is identified as Incidental Work and also covered by Bid Form Part B quantities, then the unit price item quantities in the Bid Form Part B shall govern.

1.1.45 *Specifications.* Divisions 01 through 16 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services. All specifications are amended to include, under the Measurement and Payment Section, the following sentence: "Work described as Incidental Work shall not be paid as a separate unit price item."

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Delete the current Section 3.5.3 in Document 00700 and insert the following Section 3.5.3.*

3.5.3 The Contractor shall make Good Faith Efforts to award subcontracts or supply agreements in at least the percentages set out in these Supplementary Conditions for Business Enterprise Policy. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity

and shall comply with them.

3.5.3.1 The Contractor shall make Good Faith Efforts to comply with the applicable ordinances, regulations, and laws regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

- 3.5.3.1.1 the MBE goal is 11 percent,
- 3.5.3.1.2 the WBE goal is 7 percent, and
- 3.5.3.1.3 the PDBE goal is N/A percent.
- 3.5.3.1.4 The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.
- 3.5.3.1.5 The bidder may not use Native-American-owned firms that are certified as MBEs to meet MBE contract goals. Native-Americans firms can only be used as SBEs in fulfillment of the above stated goals.
- 3.5.3.1.6 The bidder may not use MWSBE Suppliers to account for more than 50% of the MWSBE participation plan.

3.5.3.2 The MBE, WBE, PDBE, and SBE goals are specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.

3.5.3.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

3.5.3.4 Contractor shall ensure that subcontracts with Business Enterprise firms contain the following terms:

- 3.5.3.4.1 (Business Enterprise) may not delegate or subcontract more than 50 percent of work under this subcontract to any other subcontractor without the express written consent of the City's OBO Director (the "Director").
- 3.5.3.4.2 In addition to being subject to the audit requirements in 2 C.F.R. 200 Subpart F, (Business Enterprise) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the Subcontractors and Suppliers, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. (Business Enterprise) shall keep the books and records available for this purpose for at least four years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3.5.3.4.3 Within five business days of execution of this subcontract, Contractor and (Business Enterprise) shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

3.9 *Insert the following Section 3.9.4, "Use of Products."*

3.9.4 Use of Products.

3.9.4.1 In the performance of this contract, Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

3.9.4.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3.9.4.3 Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 7 – CHANGES IN THE WORK

7.3 *ADJUSTMENTS IN CONTRACT PRICE: Delete Subsections 7.3.1.3, and 7.3.2.2.6, and insert the following Subsections 7.3.1.3, and 7.3.2.2.6.*

7.3.1.3 cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed fee; or

7.3.2.2.6 fixed allowances for overhead and profit, as jointly agreed to by both parties. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Add the following Paragraph 8.1.6.1.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be [\$50.00 per hour] [actual costs] per inspector for inspection services.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages payable by Contractor or Surety for each and every day of delay beyond Contract Time, are N/A per

ARTICLE 11 - INSURANCE AND BONDS

ARTICLE 15 – DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SPECIFIC LANGUAGE

Insert the following Paragraphs and Exhibits in new Article 15, "Department of Housing and Urban Development Specific Language".

15.1 FEDERAL CONTRACT REQUIREMENTS

15.1.1 All references to "Contractor" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Contractor pursuant to the foregoing Agreement/Contract, as applicable. The following Federal Contract Requirements will generally apply to all Contractors. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

15.2 PUBLIC LAW 88-352 AND PUBLIC LAW 90-284; AFFIRMATIVELY FURTHERING FAIR HOUSING; EXECUTIVE ORDER 11063

15.2.1 The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. §2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and

restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

15.2.2 The Contractor shall comply with Public Law 90-284, which refers to Title VII of the Civil Rights Act of 1968, also known as the Fair Housing Act (42 U.S.C. §3601 et seq.), which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale of rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. In accordance with the Fair Housing Act, the Secretary of HUD requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §§5.150 - 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

15.2.3 Executive Order 11063, as amended by Executive Order 12259 (3 CFR §§1959- 1963 Comp., p. 652; 3 CFR §1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, as applicable.

15.3 NON-DISCRIMINATION IN PROGRAMS AND ACTIVITIES

15.3.1 The Contractor shall comply with the Age Discrimination Act of 1975 and implementing federal regulations, 42 U.S.C. §6101 *et seq.*, issued pursuant to the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act, or with respect to an otherwise qualified handicapped individual as provided in Chapter 126 of Title 42 and chapter 5 of Title 47 shall also apply to any such program or activity. (Also see 29 U.S.C.A. §794).

15.4 NATIONAL FLOOD INSURANCE PROGRAM

15.4.1 If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

15.4.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain

and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

15.5 DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING

15.5.1 Contractor understands that projects funded hereunder may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

15.6 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

15.6.1 Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity)

15.6.1.1 The Contractor agrees as follows:

15.6.1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

15.6.1.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.6.1.1.3 The Contractor will send to each labor union or representative of workers with which the Contractor

- has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 15.6.1.1.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR Part 60.
- 15.6.1.1.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 15.6.1.1.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.
- 15.6.1.1.7 The Contractor will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City 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 City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 15.6.1.2 Section 3 Of The Housing And Urban Development Act Of 1968
- 15.6.1.2.1 The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. §1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.
- 15.6.1.2.2 The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.
- 15.6.1.2.3 The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 15.6.1.2.4 The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in

violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

- 15.6.1.2.5 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.
- 15.6.1.2.6 The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

15.7 LEAD-BASED PAINT POISONING PREVENTION ACT

15.7.1 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement.

15.8 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

15.8.1 The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

15.8.2 The Contractor shall not use federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

15.9 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

15.9.1 The Contractor shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 CFR Part 200, as applicable.

15.10 CONFLICT OF INTEREST

15.10.1 In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR Part 200, Subpart B - General Provisions, shall apply.

15.10.2 In all cases not governed by 2 CFR Part 200, Subpart B, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

15.10.2.1 No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.

15.10.2.2 The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the federal grant.

15.11 ELIGIBILITY FOR ALIENS NOT LAWFULLY PRESENT IN U.S.

15.11.1 Contractor understands that aliens not lawfully present in the U.S., as described in 49 CFR §24.208, are not eligible to apply for benefits under certain federal activities.

15.12 COMPLIANCE WITH CLEAN AIR AND WATER ACTS

15.12.1 This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §§7401-7671q), the Federal Water Pollution Control Act, as

amended (33 U.S.C. §§1251-1387) and the regulations issued under the Clean Air Act and the Federal Water Pollution Control Act and by the Environmental Protection Agency. In compliance with, the regulations, Contractor agrees that:

- 15.12.1.1 No facility to be utilized in the project or program is on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR §15.20.
- 15.12.1.2 The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q), and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387).
- 15.12.1.3 As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.
- 15.12.1.4 The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.
- 15.12.1.5 In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
- 15.12.1.6 Contractors who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387).
- 15.12.1.7 Any violations of this Section 12 must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

15.13 ARCHITECTURAL BARRIERS ACT

15.13.1 The Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR §101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

15.14 THE AMERICANS WITH DISABILITIES ACT

15.14.1 The Americans with Disabilities Act, also referred to as the ADA (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218 and 225), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

15.15 RECORDS FOR AUDIT PURPOSES

15.15.1 Without limitation to any other provision of the foregoing Agreement/Contract the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 CFR §200.333. The Contractor shall maintain records required by **24 CFR §135.92** for the period required under 2 CFR §200.333. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained under 2 CFR §200.336.

15.16 AUDIT REQUIREMENTS

15.16.1 Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review and audit as described hereinabove at Section 17. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

15.16.2 Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR Part 200, Subpart F - Audit Requirements. Once the Contract is executed, Contractor

understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

15.17 **ADDITIONAL FEDERAL REQUIREMENTS UNDER 2 CFR PART 200, APPENDIX II, AS APPLICABLE**

15.17.1 **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

15.17.2 **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

15.17.3 **Davis Bacon Act, as amended (40 U.S.C. §§3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

15.17.4 **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland "Antikickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

15.17.5 **Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-**

3708). Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.17.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15.17.7 **Energy Policy and Conservation Act.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

15.17.7 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

15.17.8 **Procurement of Recovered Materials.** See 2 CFR §200.322.

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: DL GLOVER, INC.

Address: 19101 Oil Center Blvd, Houston TX 77073

Telephone Number: (281) 354-6081 Fax: (281) 354-6071

Name of the company's EEO Officer: Christopher Scott Ford

E-mail Address: cscott-ford@dlglover.com

Web Page/URL Address: www.dlglover.com

IRS Employer Identification Number: 33-1081059

Work to be performed: DR 15 SWAT 4A Northside/Northline Drainage and Paving

Project No: WBS No. M-420HUD-004A-4

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:\$ \$9,893,940.41
3. Anticipated performance period in days: 730
4. Expected total number of employees to perform the proposed construction: 15
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.

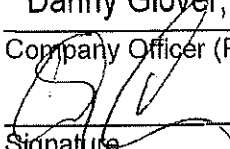
7. Gender of Owner Male Female

REMARKS: _____

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

Danny Glover, President - DL GLOVER, INC.

Company Officer (Please Type)


Signature

02/16/2021

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 checked="" type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	2. Name and Address DL GLOVER, INC. 19101 Oil Center Blvd Houston TX 77073	3. FBD No. 33-1081059
4. County Harris		5. TX CSJ DOT Project No. (If Applicable)
6. Contractor's Beginning Work Date on Project	7. City Of Houston Contract No. WBS No. M-420HUD-004A-4	8. This Report is based on Pay Period ending MM/DD/YYYY

9. TEXAS CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	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 Trainees (OJT)		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
	OFFICIALS (MANAGERS)	3	0	2	0	1		1		1											
SUPERVISORS	2	0	1	0	1				1												
FOREMEN/WOMEN	4	0	4	0					4												
ADMIN SUPPORT	0	3	0	1		2				1											
EQUIPMENT OPERATORS	8	0	4	0	4				4												
MECHANICS	1	0	0	0	1																
TRUCK DRIVERS	4	0	3	0	1		1		2												
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	35	0	29	0	6				29												
LABORERS, UNSKILLED	0	0	0	0																	
TOTALS	57	3	43	1	14	2	2	0	41	1	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	Jessica Garcia	jessica@dlglover.com	281-354-6081	<i>Jessica Garcia</i>	02/16/21
13. REVIEWER	Yvonne Glover	yvonne@dlglover.com	281-354-6081	<i>Yvonne Glover</i>	02/16/21

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE PROGRAM
FOR

DL GLOVER, INC.

Name of Company

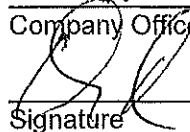
The Company's Office of Business Opportunity Program shall consist of documented good faith efforts to comply with the goals, timetables, and objectives set forth in the following Affirmative Action steps:

- 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: DR 15 SWAT 4A Northside/Northline Drainage and Paving
WBS No. M-420HUD-004A-4

Danny Glover, President - DL GLOVER, INC.

Company Officer (Please Type)


Signature

02/16/2021

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.

11. FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

- a. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
- b. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (A) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said

- labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- c. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - d. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - e. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

- otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- f. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

DL GLOVER, INC.

WBS No. M-420HUD-004A-4

Name of Prime Contractor

Project WBS & OA Number

19101 Oil Center Blvd, Houston TX 77073

Address

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.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: AAA Asphalt Paving, Inc.

Address: 19155 Circle Lake, Pinehurst TX 77362

E-Mail Address: daniel@aa-asphalt.com

IRS Employer Identification Number: 76-0451285

Job Description: DR15 SWAT 4A Northside/Northline Drainage & Paving Improvements
(Work performed by your company for this project)

1. ~~Participation in a previous contract or subcontract.~~

- a. Subcontractor 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. Subcontractor 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 proposed subcontract: \$ 395,757.62

3. Anticipated performance period in days: 730

4. Expected total number of employees to perform the proposed subcontract: 8

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

CITY OF HOUSTON
STANDARD DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM REQUIREMENTS

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.

Michael D. Hoffman
Company Officer (Please Type)

Michael D. Hoff
Signature

February 22nd, 2021
Date

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

CITY OF HOUSTON
STANDARD DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM REQUIREMENTS

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 checked="" type="checkbox"/> Subcontractor	2. Name and Address AAA Asphalt Paving, Inc. 19155 Circle Lake Pinchurst TX 77362	3. FED No. 76-0451285
4. County Harris	5. TX CSI DOT Project No. (If Applicable)	

6. Contractor's Beginning Work Date on Project	7. City Of Houston Contract No. M-420HUD-004A-4	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 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					1											
ADMIN SUPPORT	0	0	0	0																
EQUIPMENT OPERATORS	0	0	0	0	1				2											
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					4											
LABORERS, UNSKILLED	0	0	0	0																
TOTALS	0	0	0	0	1	0	0	0	7	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	Daniel Dinger	daniel@aaa-asphalt.com	713 896 7773	<i>[Signature]</i>	2/24/2011
13. REVIEWER	Lisa Yappert	lisa@aaa-asphalt.com	713 896 7773	<i>[Signature]</i>	2/24/2011

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

DL GLOVER, INC.

WBS No. M-4 20HUD-0 04A- 4

Name of Prime Contractor

Project WBS & OA Number

19101 Oil Center Blvd Houston TX 77073

Address

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.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: J. Rivas Construction, bLC

Address: 9223 Misty Ve Lane, Houston TX 77075

E-Mail Address: j.rivasconst@yahoo.com

IRS Employer Identification Number: 38-3808023

Job Description: DR15 SWAT 4A Northside/Northline Drainage & Paving Improvements
(Work performed by your company for this project)

1. Participation in a previous contract or subcontract.
 - a. Subcontractor 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. Subcontractor 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 proposed subcontract: \$ 593,636.42

3. Anticipated performance period in days: 730

4. Expected total number of employees to perform the proposed subcontract: 4
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.

Jorge Rivas, President

Company Officer (Please Type)


Signature

February 22nd, 2021
Date

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

CITY OF HOUSTON
STANDARD DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM REQUIREMENTS

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 checked="" type="checkbox"/> Subcontractor	2. Name and Address J. Rivas Construction, LLC 9223 Misty Vale Lane Houston TX 77075	3. FDD No. 38-3808023
4. County Harris		5. TX CSJ DOT Project No. (If Applicable)

6. Contractor's Beginning Work Date on Project	7. City Of Houston Contract No. M-4201HUD-004A-4	8. This Report is based on Pay Period ending MM/DD/YYYY
--	---	---

9. TEXAS CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	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		TABLE B <i>(On-The-Job Trainees (OJT))</i>		
	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					1											
SUPERVISORS	0	0	0	0					1												
FOREIGN/WOMEN	0	0	0	0																	
ADMIN SUPPORT	0	0	0	0					1												
EQUIPMENT OPERATORS	0	0	0	0					1												
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					2												
LABORERS, UNSKILLED	0	0	0	0																	
TOTALS	0	0	0	0	0	0	0	0	5	1	0	0	0	0	0	0	0	0	0	0	0

TABLE C																				OJT TOTALS M F	
<i>On-The-Job Trainee</i>																		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	J Lira	jlira@rivasconst.com	832-874-2010	<i>J Lira</i>	2/22/2021
13. REVIEWER	Jorge Rivas	j.rivasconst@yahoo.com	346-401-7105	<i>Jorge Rivas</i>	2/22/2021

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

DL GLOVER, INC.

WBS No. M-420HUB-004A-4

Name of Prime Contractor

Project WBS & OA Number

19101 Oil Center Blvd, Houston TX 77073

Address

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.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: Royal Traffic Sign Co.

Address: 7209 Bogges Road, Houston TX 77016

E-Mail Address: royaltrafficsigns@att.net

IRS Employer Identification Number: 15-125-9340

Job Description: DR15 SWAT 4A Northside/Northline Drainage & Paving Improvements
(Work performed by your company for this project)

1. Participation in a previous contract or subcontract.
 - a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. X YES NO
 - b. Compliance reports were required to be filed in connection with such contract or subcontract. X YES NO
 - c. Subcontractor 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. X YES NO
 - d. If answer of Item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract: \$ 98,939.40

3. Anticipated performance period in days: 730

4. Expected total number of employees to perform the proposed subcontract:

2

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.

Lelon Sowell Jr., Owner

Company Officer (Please Type)


Signature

February 22nd, 2021

Date

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

CITY OF HOUSTON
STANDARD DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM REQUIREMENTS

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 checked="" type="checkbox"/> Subcontractor	2. Name and Address Royal Traffic Sign Co. 7209 Boggess Road Houston TX 77016	3. FED No. 1005-125-7840
4. County Harris		5. TX CSJ DOT Project No. (If Applicable)

6. Contractor's Beginning Work Date on Project	7. City of Houston Contract No. M-420HUD-004A-4	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 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			1													
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					1											
LABORERS, UNSKILLED	0	0	0	0																
TOTALS	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).

12. PREPARER	LEON SOWELLS JR	ROYALTRAFFICSIGN@ATT.NET	281-330-2399	[Signature]	02-24-21
13. REVIEWER					

CITY OF HOUSTON
STANDARD DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM REQUIREMENTS

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

Company Name: Access Data Supply \$ 692,575.83
(Supplier, Lessor, Professional Service Provider) (Amount of Contract)

Company Address: 3411 Richmond Ave., Suite 630 Houston, Tx 77066

Company Telephone Number: (713) 439-370 Fax: 713-439-0376

Goods or Service to be provided: ads@access-data.com

Web Page/URL Address: www.waccess-data.com

Company Tax Identification 76-0311917

Number: Project No: [WBS/CIP/AIP/WBS No. M-420HUD-004A-4

Project Name: [Legal Project Name] DR 15 SWAT 4A Northside/Northline Drainage & Paving Improvements

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)

March 3rd, 2021
Date

A. Renee Logans - President/CEO
NAME AND TITLE (Print or type)

rlogans@access-data.com
E-Mail Address

END OF DOCUMENT

Document 00808

**REQUIREMENTS FOR THE CITY OF HOUSTON PROGRAM FOR
MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES (MWSBE) AND
PERSONS WITH DISABILITIES ENTERPRISES (PDBE)**

CONSTRUCTION CONTRACTS

I. GENERAL

A. CITY AUTHORITIES

1. The "OBO Director" is the City of Houston's Office of Business Opportunity Director, or his or her designee.

City of Houston
611 Walker Street, 7th Floor
Houston, Texas 77002

2. The "Contracting Department" for this Project is the City of Houston Department specified in Document 00520 – Agreement.
3. The "Project Manager" for this Project is specified in Document 00550, Contract Approval Notification.

II. REOCCURRING REPORTS THAT MUST BE SUBMITTED DURING THE COURSE OF THE CONTRACT:

A. MWSBE MONTHLY REPORT PROCESS

The Contractor shall complete the MWSBE Monthly Utilization Report in the Contract Compliance and Monitoring System (available at <https://houston.mwdbe.com/>).

- B. The Contractor shall comply with further, applicable instructions regarding reporting and compliance as provided in Sections III.E and III.I below.

III. BUSINESS ENTERPRISE PROGRAM REQUIREMENTS:

A. PURPOSE

This Document facilitates implementation of City of Houston, Tex. Code of Ordinances Chapter 15, Article V, § 15-81 *et seq.*, relating to MWSBE contract

participation, and Code of Ordinances Chapter 15, Article VI, § 15-90 *et seq.*, relating to PDBE contract participation (collectively, the "Business Enterprise Program or "MWSBE"). City of Houston, Tex. Ordinance 2013-0428, May 8, 2013.

B. POLICY

It is the policy of the City to encourage the full participation of Minority and Women-owned Business Enterprises, Small Business Enterprises, and Persons with Disabilities Business Enterprises in all phases of its procurement activities and to afford them a full and fair opportunity to compete for City contracts at all levels.

C. POLICY ELEMENTS

1. The Contractor agrees to ensure that MWSBE firms have a full and fair opportunity to participate in the performance of City contracts. In this regard the Contractor shall make all reasonable Good Faith Efforts to meet the Contract Goals for this Contract.
2. The Contractor and any Subcontractor shall not discriminate on the basis of race, color, religion, national origin, or sex in the performance of City contracts.
3. Contractor's performance in meeting the Participation Plan Percentage will be monitored during the construction phase of the Contract by the Office of Business Opportunity ("OBO") and the Contracting Department (the "Department").

D. PERCENTAGE GOALS

The MWSBE goals and PDBE goals, if any, for the Work are specified in Document 00800 – Supplementary Conditions Goals.

E. CONTRACTOR RESPONSIBILITIES

1. **Prior to Award:**

The Bidder shall submit MWSBE documents in accordance with the requirements of Document 00410 – Bid Form Part A.

 - a. In accordance with the Code of Ordinances and the OBO Good Faith Efforts Policy (Attachment A), the Department shall approve an Apparent Low Bidder's MWSBE Participation Plan, Document 00470 (the "Bidder's Plan" or "Plan"), within three business days

of the Bid Opening only if the Department representative determines that Bidder's Plan meets the advertised Contract Goal and is administratively complete.

- b. If the Department cannot approve the Bidder's Plan, it shall forward the Plan to OBO, who shall review the Bidder's Plan, and if applicable, the Bidder's Document 00471 (Record of Good Faith Efforts) and Document 00472 (Pre-Award Deviation Request) and determine whether the Bidder has made Good Faith Efforts to meet the Contract Goals within 10 business days of the Bid Opening.
- c. The Bidder may not use MWSBE Suppliers to account for more than 50% of the MWSBE participation plan.
- d. If OBO determines that the Bidder has failed to provide a valid participation plan or make Good Faith Efforts or if the Bidder fails to provide documents and associated information required by this Document 00808 or reasonably requested in writing by OBO, OBO may declare the Bidder to be non-responsible.
- e. If OBO determines that the Bidder has made Good Faith Efforts, OBO may approve the Bidder's Contract Goal Deviation request. Thereafter, the Bidder/Contractor shall be bound by the Plan, as approved or modified by OBO.
- f. The Contractor shall:
 - (1) ensure that all MWSBE firms listed in the Plan are certified by the Office of Business Opportunity prior to bid date. Qualified, non-certified firms may obtain priority consideration for certification if no more than two firms are certified with the same capability as the non-certified firm.
 - (2) execute written contracts with all certified Subcontractors and Suppliers. All such contracts must be executed and sent to OBO and Contracting Department within 30 days after the date of the Notice to Proceed and must include provisions set forth in Articles 3 and 5 of Document 00700, General Conditions; and
 - (3) designate an MWSBE liaison officer who will administer the Contractor's MWSBE program and who shall document and maintain records of Good Faith Efforts to subcontract with MWSBE Subcontractors and Suppliers.

2. After Award:

- a. The Contractor shall submit MWSBE Monthly Utilization Reports, as requested in Article II above.
- b. The Contractor shall complete and submit to OBO a deviation request if the Contractor reasonably believes that it will not achieve the Business Enterprise Program Participation Plan Percentage documented in the Plan. The Contractors shall also

- submit to OBO, with a copy to the Contracting Department, a Record of Post-Award Good Faith Efforts (Document 00571) for each Certified Firm that the Contractor does not use in accordance with the Approved Plan before the Contractor uses another firm to perform the work.
- c. The Contractor shall conform to the Plan unless OBO approves a deviation request. OBO shall approve or reject a request for deviation within five business days of receipt of the request.
 - d. OBO shall approve a deviation request if:
 - (1) for a reason beyond the Contractor's control, the Contractor is unable to use the certified MWSBE firm in the Plan to perform the specified work. In such cases, the Contractor shall use and document Good Faith Efforts to find a similarly qualified, certified MWSBE firm to perform such specified work; or
 - (2) the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the Contracting Department is unlikely to meet the terms of the Plan. In such cases, the Contractor shall use and document Good Faith efforts to achieve a reasonable amount of MWSBE participation on the remaining work on the Contract.
 - (3) OBO shall not unreasonably withhold approval of a deviation request.
 - e. After the Date of Substantial Completion, OBO shall evaluate the Contractor's Good Faith Efforts towards meeting the Plan, as it may be amended.
 - f. If the Contractor fails to conform to the Plan and fails to submit a Post-Award Deviation Request or provide documents and associated information required by the Good Faith Efforts Policy or reasonably requested in writing by OBO, OBO may impose sanctions in accordance with Article VI of this Document 00808.

F. ELIGIBILITY OF MWSBE FIRMS FOR SUBCONTRACTING

1. To ensure that the City's Business Enterprise Program benefits only those firms that are owned and controlled by a minority person(s), a woman (women), a person(s) with a disability, or a small business enterprise, the Office of Business Opportunity will certify the eligibility of MWSBE and PDBE Contractors, Subcontractors, and Suppliers. Contact the OBO Certification Division at 832-393-0600 for information regarding certification.
2. Firms must be certified by OBO at the time of bid in order to be counted towards meeting MWSBE goals. OBO maintains a Certified Minority,

Women and Small Business Enterprises and Persons with Disabilities Business Enterprises Directory on the City's website. This Directory also lists federally-designated Disadvantaged Business Enterprises (DBEs).

G. DETERMINATION OF MWSBE PARTICIPATION

MWSBE participation shall be counted toward meeting the Contract Goals in response to the following:

1. Contractor may count toward its Contract Goals only those MWSBE Subcontractors/ Suppliers performing a Commercially Usefully Function.
 - a. **COMMERCIALLY USEFUL FUNCTION** means a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the MWSBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MWSBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including but not limited to the following shall be considered: (1) whether the firm has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses; (2) whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized; and (3) whether it is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract. Without limiting the generality of the foregoing, a MWSBE will not be considered to be performing a commercially useful function, if it subcontracts more than 50 percent of a contract being counted toward the applicable Contract Goals, unless such subcontracting in excess of 50 percent has been expressly approved by OBO either pre-bid or post award.
 - b. OBO shall approve a Plan Deviation Request if the Contractor demonstrates that the industry standard for the type of work involved is to subcontract over 50 percent of the work.
2. Once a firm is certified as a MWSBE firm, the total dollar value of the subcontract awarded to the MWSBE firm is counted toward the Contract Goals, counting only the work in which the MWSBE has performed a Commercially Useful Function. The use of one MWSBE certified firm to meet multiple goals (e.g. MBE, WBE, SBE goals) on a contract is prohibited, unless expressly approved by OBO. Safety and Participation goals do not count as a single goal concerning MWSBE/DBE requirements.
3. Native-American-owned firms that are certified as MBEs cannot be used to

meet MBE contract goals. Native American firms can only be used as SBEs in fulfillment of MBE contracts goals, with any limitations expressly stated in Document 00800.

4. The dollar value of the work performed by a certified Prime Contractor may not be counted toward the MWSBE goal unless the certified Prime Contractor is a part of a joint venture. When the Contractor or Subcontractor is in a joint venture with one or more MWSBE firms, OBO shall determine the percent of participation resulting from such joint venture to be counted toward the Contract Goals. The City may count towards the Contractor's MWSBE contract goal that portion of the total value of the contract amount paid to an MWSBE joint venturer equal to the distinct, clearly defined portion of the contract work performed by the MWSBE.
5. The Contractor may not use MWSBE Suppliers to account for more than 50% of the MWSBE participation plan. A MWSBE Supplier's participation will be counted towards the MWSBE goals if all of the criteria below are met. The MWSBE Supplier must:
 - a. negotiate price;
 - b. determine quality and quantity;
 - c. order the materials;
 - d. show that the invoice is in the certified firm's name;
 - e. pay for the material itself;
 - f. control delivery; and
 - g. be certified to provide the supplies in the appropriate NAICS code.

If the listed criteria above are not met, only the entire amount of fees or commissions charged for assistance in the procurement of the supplies and materials, or fees or transportation charges for the delivery of supplies or materials required on a job site will be counted towards the MWSBE goal. To be counted, proof must be provided of the fees paid and the fees must be reasonable and not excessive as compared with fees customarily allowed for similar services.

6. The OBO Policy and Procedures Manual, as amended from time to time, shall apply to the Contract for other determinations regarding counting MWSBE participation not explicitly provided for in the Contract.

H. CONTRACTOR COMPLIANCE

To ensure compliance with MWSBE requirements, OBO and the Department will monitor Contractor's efforts regarding MWSBE Subcontractors/Suppliers during the performance of this Contract. This may be accomplished through the following: job site visits; reviewing of records and reports; and interviews of randomly selected personnel.

I. RECORDS AND REPORTS

1. In accordance with II.A of this Document, the Contractor shall submit an initial report outlining MWSBE participation 40 days after the Notice to Proceed date, and on or before the 15th day of each month thereafter until all MWSBE subcontracting or material supply activity is completed. Each report shall cover the preceding month's activity. The Contractor shall use the MWSBE Contract Compliance and Monitoring System (B2G Now) to meet this requirement.
2. Contractor shall maintain the following records for review upon request by OBO or the Department:
 - a. Copies of executed Subcontractor agreements and purchase orders;
 - b. Documentation of payments and other transactions with MWSBE Subcontractors/ Suppliers; and
 - c. Appropriate explanations of any changes or replacements of MWSBE Subcontractors/Suppliers. All replacement MWSBE Subcontractors/Suppliers must be certified by OBO.
 - d. Any other records required by OBO or Contracting Department.
3. If a Participation Plan Percentage is not being met, the monthly report shall include a narrative description of the progress being made in MWSBE participation. If sufficient MWSBE Subcontractors or Suppliers to meet the Participation Plan Percentage are being utilized, they should be identified by name and the dollar amount paid to date for work performed or materials furnished by each MWSBE during the monthly period. Reports are required when no activity has occurred in a monthly period.
4. Contractor shall retain all such records for a period of four years following completion of the Work and shall be available at reasonable times and places for inspection by authorized representatives of the City including the City Controller.

IV. SANCTIONS:

A. SUSPENSION PERIOD AND WAIVER

Pursuant to Section 15-86 of the Code of Ordinances, OBO is authorized to suspend any Contractor who has failed to make Good Faith Efforts for a period of up to, but not to exceed, five years.

B. GUIDELINES FOR IMPOSITION OF SANCTIONS

1. General:

- a. OBO shall not impose any sanction except upon evidence of specific conduct on the part of a MWSBE or Contractor that is inconsistent with, or in direct contravention of, specific applicable requirements for Good Faith Efforts.
- b. Imposition and enforcement of suspensions shall be consistent with applicable state law.

2. Severity of Sanctions:

- a. In determining the length of any suspension, OBO shall consider the following factors:
 - (1) Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Contractor or MWSBE of the duties imposed on them by Article V of Chapter 15 of the Code of Ordinances and these procedures;
 - (2) The number of specific incidences of failure by Contractor or MWSBE to comply;
 - (3) Whether the Contractor or MWSBE has been previously suspended;
 - (4) Whether the Contractor or MWSBE has failed or refused to provide OBO with any information requested by OBO's Director or required to be submitted to OBO's Director pursuant to law or these procedures;
 - (5) Whether the Contractor or MWSBE has materially misrepresented any applicable facts in any filing or communication to OBO; and
 - (6) Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.
- b. Suspensions may be for any length of time not to exceed five years. Suspensions in excess of one year shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the Contractor or MWSBE has been previously suspended, or other similarly egregious conduct.

C. APPEALS

A decision to implement a suspension may be taken after notice and an opportunity for an informal conciliation conference with OBO and a hearing by

the Contract Compliance Commission. Commission members shall not have participated in the actions or investigations giving rise to the suspension hearing.

D. NOTICE

1. Prior to imposing any suspension, OBO shall deliver written notice to the Contractor or MWSBE setting forth the grounds for the proposed suspension and setting a date, time, and place to appear for an informal conciliation conference with OBO, in addition to information regarding the appearance before the Contract Compliance Commission for a hearing on the matter.
2. Any notice required or permitted to be given hereunder to any Contractor or MWSBE may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to their most recent address as specified in the records of the Office of Business Opportunity or in the Contract if no address is on file with the Office of Business Opportunity.

E. HEARING PROCEDURES

Proceedings before the Contract Compliance Commission shall be conducted in accordance with Section 15-23 of the Code of Ordinances. If the Commission, in a written decision, finds that a suspension is supported by the evidence presented, the Commission shall submit its recommendation to the Mayor and City Council.

ATTACHMENT A

City of Houston
Office of Business Opportunity
Good Faith Efforts Policy

General Policy.

Good Faith Efforts are steps taken to achieve an Contract Goal or other requirements which, by their scope, intensity and usefulness demonstrates the bidder's responsiveness to fulfill the business opportunity objective prior to the award of a contract, as well as the contractor's responsibility to put forth measures to meet or exceed the Contract Goal(s) throughout the duration of the contract.

Good Faith Efforts are required to be made and demonstrated by an apparent successful bidder on goal-oriented contracts or proposer on a regulated contract prior to award of a contract. Good Faith Efforts are required on professional services and construction contracts and on procurement of goods and non-professional service contracts with goals. If a bidder, when submitting a participation plan at the time of bid or proposal submission, anticipates it cannot or will not meet the Contract Goal(s) prior to the award, the bidder must demonstrate to Office of Business Opportunity ("OBO") it has made Good Faith Efforts to meet the Contract Goal(s), to be eligible for the contract award.

Good Faith Efforts shall be evaluated on a case-by-case basis in making a determination whether a bidder or contractor is in compliance with this policy. The efforts employed by a bidder or contractor should be those that one could reasonably expect a bidder or contractor to take if the bidder or the contractor were actively and aggressively attempting to obtain MWSBE participation sufficient to meet the Contract Goal(s). Efforts taken that are mere formalities or other perfunctory acts shall not be considered Good Faith Efforts to meet Contract Goals.

The factors provided herein are representative of the types of actions OBO will consider in determining whether the bidder or contractor made Good Faith Efforts to obtain MWSBE participation to meet the Contract Goal(s). The list of factors described below are not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. OBO may consider other factors or types of efforts that may be relevant in appropriate cases.

If a bidder or contractor fails to submit Good Faith Efforts documentation as provided in this Policy, it waives the right to appeal OBO decisions related to this Policy. OBO will review all the efforts made by the contractor, including the quality and quantity of those efforts.

Pre-Award.

A bidder must submit a participation plan (Document 00470) to OBO at the time the bidder submits the bid. If the participation by certified MWSBE subcontractors documented on the participation plan ("participation") is less than the Contract Goal(s), a bidder should submit a Record of Good Faith Efforts (Document 00471) with the bid. A bidder should also submit a request for a deviation (Document 00472) if the bidder, having used Good Faith Efforts, reasonably believes that it cannot meet the Contract Goal(s) or a commercially useful deviation.

In making a determination that the bidder has made a good faith effort to meet the Contract Goal(s), OBO shall consider specific documentation¹ concerning the steps taken to obtain MWSBE participation, with a consideration of, by way of illustration and not limitation, whether the bidder demonstrated a genuine effort to comply with the following factors:

1. Attended any pre-bid or pre-proposal meetings scheduled by the City Department;
2. Followed up with MWSBEs that attended the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted MWSBEs listed in the City's online directory;
3. Conducted outreach with minority and women focused organizations and associations far in advance of solicitation due date (no less than 10 business days);
4. Identified and designated portions of the work to be performed by MWSBEs to increase the likelihood of meeting the Contract Goals (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);
5. Advertised subcontracting opportunities in news media focused towards minority and women persons far in advance of solicitation due date;
6. Provided MWSBEs with a point of contact that was knowledgeable about the project and possessed decision-making authority to answer questions from interested MWSBEs;
7. Provided a reasonable number of MWSBEs certified with timely written notices via email, mail, and/or fax and/or with documented contact regarding the subcontracting/supplier opportunities. A "reasonable number of MWSBEs" shall be based on the number of MWSBEs available in the directory;

¹ A list of common supporting documentation that may allow Contractors to support their good faith efforts can be found on the Office of Business Opportunity website at www.houstontx.gov/obo.

8. Solicited the MWSBEs within a reasonable amount of time (no less than seven business days) before bid submission, as well as followed up with the MWSBEs solicited to determine if they were interested in submitting a bid or proposal or participating on a team.
9. Provided interested MWSBEs certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract;
10. Negotiated in good faith with interested MWSBEs, and not rejecting MWSBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
11. Entered into a formal contract, or signing enforceable letters of intent with MWSBEs;
12. Provided an explanation to any MWSBE whose bid or price quotation is rejected, unless another MWSBE is accepted for the same work, as follows:
 - a. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected MWSBE firm;
 - b. Where price competitiveness is the reason for rejection, a meeting must be held with the price-rejected MWSBE, if requested, to discuss the rejection;
13. Ensured that MWSBE Supplier participation did not account for more than 50% of the MWSBE participation plan.
14. Made efforts to assist interested MWSBEs in obtaining bonding, lines of credit, insurance required for the contract, and documenting MWSBE denied by bona fide surety agents;
15. Ensured that the conditions and requirements for subcontracts are commensurate with industry standards and would not cause an economic hardship on MWSBEs, such as unnecessary insurance or coupling bid bonds with retainage; and
16. Incorporated efforts not attempted earlier or on previous bids that appear more likely to lead to attaining the Contract Goal. Past performance on similar contracts with similar scopes will also be taken in consideration when determining Good Faith Efforts. A bidder that continues to make same efforts without any significant change in the level of participation may not be making Good Faith Efforts.

Post-Award.

The contractor must sign the approved participation plan (Document 00470 or Document 00570) prior to starting work on the Project. A contractor should submit a request for deviation from OBO if the contractor, having made Good Faith Efforts, reasonably believes that it will not achieve the Participation Plan Percentage documented in the approved participation plan. Unless OBO approves a deviation, a contractor must submit to OBO a Participation Summary (Document 00660) prior to City Council's consideration of any close-out, term extension, or change order. If participation is less than anticipated in the approved participation plan, the contractor must submit supporting documentation evidencing their Good Faith efforts, along with the Participation Summary. A contractor that fails to submit a deviation request and Good Faith Efforts documentation waives the right to appeal OBO decisions related to this Policy.

If the contractor is awarded the contract and fails to achieve the established Participation Plan Percentage(s), the contractor must demonstrate to OBO its efforts to meet the Participation Plan Percentage(s) and failure to do so based on circumstances that the contractor could not reasonably control. In determining whether the contractor made Good Faith Efforts to ensure full participation and achievement of the Participation Plan Percentage, OBO shall consider the following factors:

1. Whether the contractor designated an MWSBE liaison officer to administer the Contractor's MWSBE programs and to be responsible for maintenance of records of Good Faith Efforts.
2. Whether the contractor furnished prompt MWSBE Utilization Reports in a timely and accurate manner through the online Contract Monitoring System or via hard copy.
3. Whether the contractor responded to efforts to resolve disputes with MWSBEs, and genuinely attempted to resolve these issues.
4. Whether the contractor disclosed payment discrepancies timely and within the monthly reporting period;
5. Whether the contractor complied with the participation plan, unless the contractor received a deviation from the OBO Director and whether upon approval, the contractor made Good Faith Efforts to replace a removed MWSBE with another certified firm;
6. Whether MWSBE Supplier participation accounted for more than 50% of the MWSBE participation plan;
7. Whether the contractor furnished prompt written responses to written inquiries from the Director or any employee of OBO regarding the MWSBE's performance or information germane to the MWSBE's certification;

8. Whether the contractor ensured that at all times during the performance of any contract or subcontract the MWSBE firm is engaging in a commercially useful function as that term is defined in Chapter 15 of the City of Houston Code of Ordinances;
9. Whether the contractor provided the OBO information, or other material, that was factually accurate and free of material misrepresentation;
10. Whether the contractor furnished prompt responses to requests for information, books and records needed to verify compliance from the department administering the Contract, the City Attorney and the City Controller;
11. Whether the contractor attended all meetings and mediation hearings as requested by the Director or his/her designee; and
12. How the contractor may be affected by change orders, with consideration given to the size of the change orders.

Change Orders.

The requirement to make Good Faith Efforts to achieve the approved Participation Plan Percentage is applicable to change orders. Contractors should make Good Faith Efforts to ensure that the Participation Plan Percentage remains substantially the same after the issuance of change orders. If a contractor cannot maintain substantially the same level of participation provided in the latest approved Participation Plan (Document 00470 or Document 00570) due to a change order, the contractor shall submit to the OBO Director and Contracting Department a Document 00571 (Post-Award Record of Good Faith Efforts) and Document 00572 (Post-Award Plan Deviation Request) in a timely manner that does not cause disruption to the project. In addition to other relevant factors, in evaluating whether Good Faith Efforts were made by the contractor to meet the Participation Plan Percentage despite change orders, the OBO Director shall consider the contractor's efforts to timely and efficiently deliver the project.

END OF DOCUMENT

DOCUMENT 00810

WAGE SCALE FOR HIGHWAY CONSTRUCTION

- 1.01 Following 29 CFR 5.5 (a) (1) (v), use the rates listed on the Wage Determination Attachment for minimum wage and benefits for the labor classifications applicable to the Work.
- 1.02 These rates do not prohibit payment of more than the rates stated.
- 1.03 Apply rates in this Document 00810 to site work greater than five (5) feet from exterior wall of new building under construction or from exterior wall of existing building.
- 1.04 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "A") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 1.05 During the course of the work, Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495.
- 1.06 Contractor and all subcontractors will submit payrolls electronically to the Department through the online reporting system unless told otherwise by the Office of Business Opportunity.

EXHIBIT "A"

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

Project Name DR 15 SWAT 4A Northside/Northline Drainage & Paving Improvements

Project WBS#: M-420HUD-004A-4 Date January 4th, 2021

(I) (We) hereby certify that (I am) (we are) the Prime Contractor for _____
City of Houston - Houston Public Works

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have
appointed Christopher Scott-Ford, whose signature appears below, to
supervise the payment of (my) (our) employees beginning January 4th,
2021;

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: (281) 354-6081

(Identifying Signature of Appointee)

Witness/Attest:

DL GLOVER, INC.

(Name of Firm or Corporation)

By: _____

By: 
Darity Glover, President

CITY OF HOUSTON
STANDARD DOCUMENT
(Signature)

WAGE SCALE
FOR HIGHWAY CONSTRUCTION
(Signature)

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.

FOR HIGHWAY

EXHIBIT "B"

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

Project Name DR 15 SWAT 4A Northside/Northline Drainage & Paving Improvements

Project WBS#: M-420HUD-004A-4 Date 03/04/2021

(I) (We) hereby certify that (I am) (we are) the Subcontractor for . _____

DL GLOVER, INC.

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Martha Rivera, whose signature appears below, to supervise the payment of (my) (our) employees beginning March 4th, 2021;

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

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HIGHWAY CONSTRUCTION

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.

Martha Rivera

Phone: (346) 401-7106

(Identifying Signature of Appointee)

Witness/Attest:

J. Rivas Construction, LLC
(Name of Firm or Corporation)

By: J Santos Lira

(Signature)

By: Jorge Rivas
Jorge Rivas, President

(Signature)

Operation Manager

(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.

FOR HIGHWAY

Wage Determination Publication Date:

January 2, 2015

for

General Decision Number **TX150056 01/02/2015 TX56** Superseded
General Decision Number TX20140056

State: TEXAS

Construction Type: HIGHWAY

County (ies): Harris

00810-4
02-01-2015

CITY OF HOUSTON
STANDARD DOCUMENT
(Signature)

WAGE SCALE
FOR HIGHWAY CONSTRUCTION
(Signature)

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.

FOR HIGHWAY

EXHIBIT "B"

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

Project Name DR 15 SWAT 4A Northside/Northline Drainage & Paving Improvements

Project WBS#: M-420HUD-004A-4 Date 03/04/2021

(I) (We) hereby certify that (I am) (we are) the Subcontractor for _____

DL GLOVER, INC.

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Micheal Hoffman, whose signature appears below, to supervise the payment of (my) (our) employees beginning March 4th, 2021;

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

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HIGHWAY CONSTRUCTION

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.

DocuSigned by:

Michael Hoffman

608FF2CC905947A...

Phone: (713) 896-7373

(Identifying Signature of Appointee)

Witness/Attest:

AAA Asphalt Paving, Inc.

(Name of Firm or Corporation)

DocuSigned by:

By: _____

(Signature)

By:

Michael Hoffman

Michael D. Hoffman, President

(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.

FOR HIGHWAY

Wage Determination Publication Date:

January 2, 2015

for

General Decision Number TX150056 01/02/2015 TX56 Superseded
General Decision Number TX20140056

State: TEXAS

Construction Type: HIGHWAY

County (ies): Harris

CITY OF HOUSTON
STANDARD DOCUMENT
(Signature)

WAGE SCALE
FOR HIGHWAY CONSTRUCTION
(Signature)

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.

FOR HIGHWAY

EXHIBIT "B"

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

Project Name DR 15 SWAT 4A Northside/Northline Drainage & Paving Improvements

Project WBS#: M-420HUD-004A-4 Date 03/04/2021

(I) (We) hereby certify that (I am) (we are) the Subcontractor for _____

DL GLOVER, INC.

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Levon Sowell, whose signature appears below, to supervise the payment of (my) (our) employees beginning March 4th, 2021;

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

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HIGHWAY CONSTRUCTION

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.

DocuSigned by:
Levon Sowell
E9475F5633494BE...

Phone: (281)330-2139

(Identifying Signature of Appointee)

Witness/Attest:

Royal Traffic Sign Co.
(Name of Firm or Corporation)

By: _____

(Signature)

(Title)

DocuSigned by:
Levon Sowell
By: Levon Sowell
Levon Sowell Jr., President

(Signature)

(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.

FOR HIGHWAY

Wage Determination Publication Date:

January 2, 2015

for

General Decision Number **TX150056 01/02/2015 TX56** Superseded
General Decision Number TX20140056

State: TEXAS
Construction Type: HIGHWAY
County (ies): Harris

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR HIGHWAY CONSTRUCTION**

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

Modification Number:
0

Publication
01/03/2020

* SUTX2011-013 08/10/2011

WAGE DETERMINATION ATTACHMENT:

"General Decision Number: TX20210038 01/01/2021

Superseded General Decision Number: TX20200038

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUTX2011-013 08/10/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.98

ELECTRICIAN.....\$ 27.11

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.34
Structures.....\$ 12.23

LABORER

Asphalt Raker.....\$ 12.36
Flagger.....\$ 10.33
Laborer, Common.....\$ 11.02
Laborer, Utility.....\$ 11.73
Pipelayer.....\$ 12.12
Work Zone Barricade
Servicer.....\$ 11.67

PAINTER (Structures).....\$ 18.62

POWER EQUIPMENT OPERATOR:

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

Servicer.....\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15
Structural Steel Welder....\$ 12.85
Structural Steel.....\$ 14.39

TRUCK DRIVER

Low Boy Float.....\$ 16.03

Single Axle.....\$ 11.46
 Single or Tandem Axle Dump..\$ 11.48
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.27

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

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

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

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION

"

DOCUMENT 00812

WAGE SCALE FOR HEAVY CONSTRUCTION

- 1.01 Following 29 CFR 5.5 (a)(1)(v), use the rates listed on the Wage Determination Attachment for minimum wage and benefits for the labor classifications applicable to the Work.
- 1.02 These rates do not prohibit payment of more than the rates stated.
- 1.03 Apply rates in this Document 00812 to site work greater than five (5) feet from exterior wall of new building under construction or from exterior wall of existing building.
- 1.04 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "A") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 1.05 During the course of the work, Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495.
- 1.06 Contractor and all subcontractors will submit payrolls electronically to the Department through the online reporting system unless told otherwise by the Office of Business Opportunity.

EXHIBIT "A"

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


Project Name DR15 SWAT 4A Northside/Northline Drainage and Paving

Project WBS#: WBS No. M-420HUD-004A-4 Date 09/16/2021

Email Address: danny@dlglover.com

(I) (We) hereby certify that (I am) (we are) the Prime Contractor for DR15 SWAT 4A Northside/Northline Drainage and Paving
(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Christopher Scott-Ford, whose signature appears below, to supervise the payment of (my) (our) employees beginning September 16, 2021; 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: 281-354-6081
(Identifying Signature of Appointee)

Witness/Attest: DL GLOVER, INC.
(Name of Firm or Corporation)

By: _____ By: 
(Signature) (Signature)

(Title) Danny Glover, President
(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.

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HEAVY CONSTRUCTION

EXHIBIT "B"

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

Project Name DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

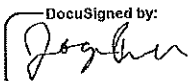
Project WBS#: M-420HUD-004A-4 Date 09/23/2021

Email Address: j.rivasconst@yahoo.com

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

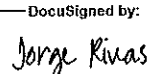
DL GLOVER, INC.
(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____
Martha Rivera, whose signature appears below, to supervise the payment of (my) (our)
employees beginning September 23rd 2021; 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.

DocuSigned by:

B08A5D8572DF401... Signature of Appointee)

Phone: (346) 401-7105

Attest: _____ J RIVAS CONSTRUCTION, LLC
(Name of Firm or Corporation)

By: 
7EE35A86F922453... (Signature)

By: _____
(Signature)

Jorge A. Rivas, President
(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.

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HEAVY CONSTRUCTION

EXHIBIT "B"

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

Project Name DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

Project WBS#: M-420HUD-004A-4 Date 09/23/2021

Email Address: royaltrafficsigns@att.net

(I) (We) hereby certify that (I am) (we are) the Subcontractor for _____

DL GLOVER, INC.

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Lelon Sowell Jr., whose signature appears below, to supervise the payment of (my) (our) employees beginning September 23rd, 2021; 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.

DocuSigned by:
Lelon Sowell
E9475F56334948E... (Identifying Signature of Appointee)

Phone: 281-330-2139

Witness/Attest: _____
ROYAL TRAFFIC SIGN
(Name of Firm or Corporation)

By: _____
(Signature)

DocuSigned by:
Lelon Sowell
E9475F56334948E... (Signature)

(Title)

Lelon Sowell Jr., President
(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.

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HEAVY CONSTRUCTION

EXHIBIT "B"

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

Project Name DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

Project WBS#: M-420HUD-004A-4 Date 09/23/2021

Email Address: lisa@aaa-asphalt.com

(I) (We) hereby certify that (I am) (we are) the Subcontractor for _____

DL GLOVER, INC.

(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed Tammy Razo, whose signature appears below, to supervise the payment of (my) (our) employees beginning September 23rd, 2021; 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.

DocuSigned by:

Tammy Razo

Phone: 713-896-7373

6927B2DA576747E... (Identifying Signature of Appointee)

Witness/Attest: AAA ASPHALT
(Name of Firm or Corporation)

By: _____
(Signature)

DocuSigned by:
Lisa Yeppez
A27CECE362654C7
(Signature)

Lisa Yeppez President

Michael Hoffman, President

(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.

Wage Determination Publication Date:

January 1, 2021

for

General Decision Number: **TX20210031 01/01/2021 TX31**

Superseded General Decision Number: TX20200031

State: Texas
Construction Type: Heavy
County: Harris County in Texas

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SFTX0669-001 04/01/2020

WAGE DETERMINATION ATTACHMENT

END OF DOCUMENT

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HEAVY CONSTRUCTION

5/11/2021

"General Decision Number: TX20210031 05/07/2021

Superseded General Decision Number: TX20200031

State: Texas

Construction Type: Heavy

County: Harris County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	05/07/2021

* SFTX0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.68	22.20

SUTX2005-019 08/16/2005

	Rates	Fringes
CARPENTER.....	\$ 14.04	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.50	1.17
ELECTRICIAN.....	\$ 17.00	0.04
Formbuilder/Formsetter.....	\$ 13.84	1.17
IRONWORKER, REINFORCING.....	\$ 11.28	0.00

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HEAVY CONSTRUCTION

Laborens:

Common.....	\$ 8.94	0.00
Landscape.....	\$ 7.35	0.00
Mason Tender Cement.....	\$ 9.94	0.00
Pipelayer.....	\$ 10.14	0.00

5/11/2021

PIPEFITTER.....\$ 17.00 0.04

POWER EQUIPMENT OPERATOR:

Backhoe.....	\$ 13.47	0.00
Bulldozer.....	\$ 12.58	0.00
Crane.....	\$ 15.33	0.57
Excavator.....	\$ 16.37	0.00
Front End Loader.....	\$ 12.16	0.00
Grader.....	\$ 12.20	1.48
Tractor.....	\$ 15.00	0.00

TRUCK DRIVER.....\$ 12.02 1.02

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====
END OF GENERAL DECISION"



City of Houston
Pay or Play Program Requirements



I. Pay or Play Program Overview

A. Purpose

The Pay or Play Program was established with Ordinance 2007-534 on July 1, 2007 and is governed by Executive Order 1-7. The Pay or Play Program (POP Program) creates a more level playing field and enhances fairness in the bid process between competing contractors that choose to offer health benefits to their workforce and those who do not. The program also recognizes and accounts for the fact that there are cost associated with health care of the uninsured citizens of the Houston and Harris County area.

B. Program Elements

1. Covered contracts:

- I.) Advertised after July 1, 2007 or which is executed on or after the effective date of this Executive Order.
- II.) Contracts valued at or above \$100,000.00 (contract) and \$200,000.00 (sub-contract) including contingencies, amendments, supplemental terms and/or change orders.
- III.) Professional Service, Construction, and Service type contracts.

2. Contracts not covered:

- I.) Any contract in which the primary purpose is procurement of property, goods, supplies, and or equipment.
- II.) An inter-governmental contract, inter-governmental agreement or purchasing cooperative.

3. **Covered employees:** This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.

4. Pay or Play Option:

- I.) "Pays" by contributing \$1.00 per covered employee per regular hour for work performed under the contract with the City; or
- II.) "Plays" by providing health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the monthly premium cost and no more than \$150 per month.

****Note: (1)A contractor is deemed to have complied with section 5.4 of E.O. 1-7 with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month. (2) If applicable the contractor has the option to both Pay and Play.***



City of Houston Pay or Play Program Requirements



- 5. Exemptions/Waivers:** The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver (Form POP-4 requested by City departments only).
- 6. Administration:** Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity (OBO) has administrative oversight of the program, including audit responsibilities (department compliance). Questions about the program should be referred to the Department POP Liaison an updated contact list is available on <http://www.houstontx.gov/obo/popforms.html> or call Gracie Orr with the Office of Business Opportunity at 832-393-0633.

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

- 1.) City of Houston Pay or Play Program Acknowledgment Form (Form POP-1) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

- 1.) Certification of Compliance with Pay or Play Program (Form POP-2)

**Note - Contractors that opt to "play" must provide proof of coverage, including document from insurance provider, and names of covered employees.*

- 2.) List of Subcontractors (Form POP-3)

**Note- Review the affidavit statement at the bottom of this form for further important POP Compliance information.*

C. Contractors reporting requirements:

- 1.) Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)

- 2.) Contractors that opt to Play

Provide periodic reports to the contract administrator showing proof of coverage (insurance premium invoice or insurance card) reporting schedule will be determined by administering department based on length of contract. (Form POP-7)



City of Houston Pay or Play Program Requirements



3.) Employee Waiver Request

Contractor may request POP program waiver by submitting the request on POP-8 if the employee is less than 18 years old, employee has other health coverage such as through spouse or parents, or Medicare/Medicaid.

****Note proof of coverage must be provided in the form of a copy of the employee's insurance card. (Remove social security numbers if applicable)***

- 4.) Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made out to the City of Houston preferably via cashier check or business check.

III. **Compliance and Enforcement**

The Office of Business Opportunity will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment. The Pay or Play Program Requirements Form and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/obo/popforms.html>

Document 00910

ADDENDUM NO. 1

Date of Addendum: 12-02-2020

PROJECT NAME: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements

PROJECT NO: WBS No. M-420HUD-004A-4

BID DATE: December 10, 2020

FROM: HoJin Lim, P.E., City Engineer
City of Houston, Houston Public Works
611 Walker
Houston, Texas 77002
Attn: Masodur Mollah, 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.

ADDENDUM NO. 1

CHANGE IN BID DATE

The Bid Date for this Project has been changed from December 3, 2020 to December 10, 2020. Time of day and place for the submittal of bid remains the same.

CHANGES TO PROJECT MANUAL

Document 00010 Table of Contents - This addendum replaces Document 00010

Document 00200 Instructions to Bidders - This addendum replaces Document 00200

Document 00210 Supplementary Instructions to Bidders – This addendum replaces Document 00210.

Document 00410A Bid Form Part A – The requirements for Document 452 and Document 453 are removed. This addendum replaces Document 00410A.

Document 00410B – Bid Form Part B has the following changes:

1. Quantity updates to Bid Item No. 33 and Bid Item No. 37
2. Unit prices have been removed from Table C Extra Unit Price of Bid Form 00410B.

This addendum replaces Document 00410B

Document 00455 Affidavit of Ownership has been replaced with the latest version in this addendum

Document 00520 Agreement has been replaced with the latest version in this addendum

Document 00810 – Wage Scale for Highway Construction – Revised to include wage rates

Document 00812 – Wage Scale for Heavy Construction - Removed

CLARIFICATIONS

Clarifications:

Q. Will Extra Unit Price (F) Table have minimum unit prices

A. No. Extra Unit Price Table will not have minimum unit prices.

Bidder shall determine the unit prices. Refer to the updated Bid Form in Civcast.

Q. Do Mobilization, Traffic Control Plan and Flagman have minimum prices

- A. Bid Item 1 Mobilization is a fixed unit price and bidder cannot change it. Bid Item 2 – Traffic Control Plan and Bid Item 3 - Flagman are minimum bid prices determined prior to bid. The bidder cannot decrease the prices for Items 2 and 3. Refer to the updated Bid Form in Civcast.
- Q. Cash Allowances (G) should have a minimum fixed unit price as per Document 410B.
- A. The prices shown for Cash Allowances in Document 410B are fixed unit prices and cannot be modified by the bidder. Refer to the updated Bid Form in Civcast.

END OF ADDENDUM NO. 1

DocuSigned by:
DATED: Juan Chavira
Juan Chavira, P.E., PMP, CEM,
Assistant Director
Capital Projects
Houston Public Works

END OF DOCUMENT



Document 00911

NOTICE OF
ADDENDUM NO. 1

Date of Addendum: 12-02-2020

PROJECT NAME: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements

PROJECT NO: WBS No. M-420HUD-004A-4

BID DATE: December 10, 2020

FROM: Juan Chavira, P.E., PMP, CEM, Assistant Director
City of Houston, Capital Projects Houston Public Works
611 Walker Street
Houston, Texas 77002
Attn: Masodur Mollah, 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.

This Addendum includes:

CHANGE IN BID DATE

The Bid Date for this Project has been changed from December 3, 2020 to December 10, 2020. Time of day and place for the submittal of bid remains the same.

ADDENDUM SYNOPSIS

Replaces the Document 00010 Table of Contents
Replaces Document 000200 Instructions to Bidders
Replaces Document 00210 Supplementary Instructions to Bidders

Replaces Document Bid Form 00410A and Bid Form 00410B
Replaces Document 00455 Affidavit of Ownership or Control
Replaces Document 00520 Agreement
Document 00810 – Wage Scale for Highway Construction – Revised to include wage rates

Document 00812 Wage Scale for Heavy Construction Removed

Clarifications

DocuSigned by:
DATED: Juan Chavira
F1D55CE5DB104E3

Juan Chavira, P.E., PMP, CEM,
Assistant Director
Capital Projects

END OF DOCUMENT

Document 00010

TABLE OF CONTENTS

NOTE: Capitalized Specifications are included in:
<https://edocs.publicworks.houstontx.gov/engineering-and-construction/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.

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
INTRODUCTORY INFORMATION		
00010	Table of Contents	12-02-2020
00015	List of Drawings.....	07-05-2020
00041	List of Pre-qualified Asbestos & Lead Abatement Contractors.....	03-21-2012

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

00200	Instructions to Bidders.....	01-01-2020
00210	Supplementary Instructions to Bidders.....	02-01-2017
00220	Request for Bid Information.....	06-11-2004

INFORMATION AVAILABLE TO BIDDERS

00330	Existing Conditions.....	04-30-2004
00340	Environmental Information	09-14-2005

BID FORMS AND SUPPLEMENTS

00410	Bid Form, Part A	02-07-2020
00410	Bid Form Part B.....	11-30-2020
00430	Bidder's Bond (For filing; Example Form)	05-02-2019
00450	Bidder's Statement of SMWBE Status	07-01-2013
00454	Affidavit of Non-interest.....	02-01-2004
00455	Affidavit of Ownership or Control.....	04-15-2020
00457	Conflict of Interest Questionnaire.....	02-28-2006
00460	Pay or Play Acknowledgement Form (POP-1)	07-03-2012
00470	Bidder's MWSBE Participation Plan	01-20-2017
00471	Pre-Bid Good Faith Efforts	08-01-2015

00472 Bidder's MWSBE Goal Deviation Request..... 08-01-2015

POST-BID PROCEDURES

00495 Post-bid Procedures..... 09-30-2020

CONTRACTING REQUIREMENTS

AGREEMENT

00501 Resolution of Contractor..... 02-01-2010
00520 Agreement..... 05-05-2017
00570 Contractor's Revised MWSBE Participation Plan..... 08-01-2013
00571 Record of Post-Award Good Faith Efforts 08-01-2013
00572 Contractor's Request for Plan Deviation 08-01-2013

BONDS AND CERTIFICATES

00600 List of Proposed Subcontractors and Suppliers 07-01-2013
00601 Drug Policy Compliance Agreement 02-01-2004
00602 Contractor's Drug Free Workplace Policy (For filing)
00603 Checklist for Drug policy Submittal..... 05-15-2017
00604 History of OSHA Actions and List of On-the-job Injuries 02-01-2004
00605 List of Safety Impact Positions 02-01-2004
00606 Contractor's Certification of No Safety Impact Positions in Performance of a
City Contract 02-01-2004
00607 Certification Regarding Debarment, Suspension, and Other
Responsibility Matters 02-01-2004
00610 Performance Bond 05-17-2005
00611 Statutory Payment Bond 05-17-2005
00612 One-year Maintenance Bond 05-17-2005
00613 One-year Surface Correction Bond 05-17-2005
00620 Affidavit of Insurance (with attached Certificates of Insurance)..... 02-01-2004
00622 Names and Qualifications of Proposed Superintendent (For filing)
00624 Affidavit of Compliance with Affirmative Action Program..... 03-23-2017
00630 Certification of Compliance with Pay or Play Program (POP-2)..... 07-03-2012
00631 City of Houston Pay or Play Program – List of Participating
Subcontractors 07-03-2012
00633 Certification by Proposed Material Suppliers, Lessors, and Professional
Service Providers Regarding Equal Employment Opportunity 07-11-2016
00636 Certificate of Interested Parties 03-09-2016
00642 Monthly Subcontractor Payment Reporting Form 03-20-2020
00646 Payment Notification Explanation of Withholding 02-01-2010

GENERAL CONDITIONS

00700 General Conditions 01-01-2020

SUPPLEMENTARY CONDITIONS

00800H	H.U.D. Supplementary Conditions	06-09-2020
00805	Equal Employment Opportunity Requirements.....	03-01-2016
00808	Requirements for the City of Houston Program for Minority, Women and Small Business Enterprises (MWSBE), and Persons with Disabilities Business Enterprises (PDBE)	07-01-2016
00810	Federal Wage Rate - Highway	11-13-2020
00840	Pay or Play Program	07-03-2012

ADDENDA AND MODIFICATIONS

00910	Addendum.....	02-01-2004
00911	Notice of Addendum.....	02-01-2004
00931	Request for Information.....	02-01-2004

HOUSING AND URBAN DEVELOPMENT (HUD) CONTRACT DOCUMENTS

Federal Labor Standards Provisions, Minority Women and Small Business Enterprises
and Section 3 Regulations

Letter of Intent – To perform as a Section 3 Business Concern

Compliance Forms – MWSBE and Section 3

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01110	SUMMARY OF WORK.....	08-30-2020
01145	USE OF PREMISES	01-01-2011
01255	CHANGE ORDER PROCEDURES.....	08-01-2003
01270	MEASUREMENT AND PAYMENT	08-01-2003
01292	SCHEDULE OF VALUES.....	08-01-2003
01312	COORDINATION AND MEETINGS.....	08-01-2003
01321	CONSTRUCTION PHOTOGRAPHS	08-01-2003
01325	CONSTRUCTION SCHEDULE	08-01-2003
01326	CONSTRUCTION SCHEDULE (BAR CHART).....	08-01-2003
01330	SUBMITTAL PROCEDURES.....	08-01-2003
01340	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.....	08-01-2003
01351	ENVIRONMENTAL SAFETY AND WORKER PROTECTION	01-01-2011

01410	TPDES REQUIREMENTS (WITH ATTACHMENTS)	04-01-2018
01422	REFERENCE STANDARDS	08-01-2003
01450	CONTRACTOR'S QUALITY CONTROL	08-01-2003
01452	INSPECTION SERVICES	08-01-2003
01454	TESTING LABORATORY SERVICES	08-01-2003
01502	MOBILIZATION	08-01-2008
01504	TEMPORARY FACILITIES AND CONTROLS	01-01-2011
01506	DIVERSION PUMPING	08-01-2003
01520	TEMPORARY FIELD OFFICE	02-08-2012
01554	TRAFFIC CONTROL AND STREET SIGNS	07-01-2012
01555	TRAFFIC CONTROL AND REGULATION	01-01-2011
01562	TREE AND PLANT PROTECTION	01-01-2011
01562S	TREE AND PLANT PROTECTION (SUPPLEMENTARY)	01-24-2020
01570	STORM WATER POLLUTION CONTROL	01-26-2012
01575	STABILIZED CONSTRUCTION ACCESS	02-01-2011
01576	WASTE MATERIAL DISPOSAL	08-01-2003
01578	CONTROL OF GROUND AND SURFACE WATER	07-01-2017
01580	PROJECT IDENTIFICATION SIGNS	08-01-2003
01581	EXCAVATION IN PUBLIC WAY PERMIT SIGNS	08-01-2003
01610	BASIC PRODUCT REQUIREMENTS	01-01-2011
01630	PRODUCT SUBSTITUTION PROCEDURES	08-01-2003
01725	FIELD SURVEYING	01-01-2011
01731	CUTTING AND PATCHING	01-01-2011
01732	PROCEDURE FOR WATER VALVE ASSISTANCE (WITH ATTACHMENTS)	08-01-2003
01740	SITE RESTORATION	08-01-2003
01755	STARTING SYSTEMS	08-01-2003
01770	CLOSEOUT PROCEDURES	08-01-2003
01782	OPERATIONS AND MAINTENANCE DATA	08-01-2003
01785	PROJECT RECORD DOCUMENTS	08-01-2003

DIVISION 2 - SITE WORK

02081	CAST-IN-PLACE CONCRETE MANHOLES	
02082	PRECAST CONCRETE MANHOLES	
02085	VALVE BOXES, METER BOXES, AND METER VAULTS	
02086	ADJUSTING MANHOLES, INLETS, AND VALVE BOXES TO GRADE	
02090	FRAMES, GRATES, RINGS, AND COVERS	
02091	NON METALLIC FRAMES, GRATES, RINGS AND COVERS	
02136	WASTE MATERIAL HANDLING, TESTING AND DISPOSAL	
*02221	REMOVING EXISTING PAVEMENTS AND STRUCTURES	
02221S	SUPPLEMENT REMOVING EXISTING PAVEMENTS AND STRUCTURES	10-24-2012
02222	ABANDONMENT OF SEWERS	
02233	CLEARING AND GRUBBING	

02260	TRENCH SAFETY SYSTEM	
*02315	ROADWAY EXCAVATION	
02315S	SUPPLEMENTAL ROADWAY EXCAVATION.....	04-10-2014
02316	EXCAVATION AND BACKFILL FOR STRUCTURES	
02317	EXCAVATION AND BACKFILL FOR UTILITIES	
*02318	EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL	
02318S	SUPPLEMENT EXCAVATION AND BACKFILL FOR UTILITIES....	08-16-2013
02319	BORROW	
02320	UTILITY BACKFILL MATERIALS	
*02321	CEMENT STABILIZED SAND	
02321S	CEMENT STABILIZED SAND.....	08-16-2013
02322	FLOWABLE FILL	
02330	EMBANKMENT	
02501	DUCTILE IRON PIPE AND FITTINGS	
02502	STEEL PIPE AND FITTINGS	
02503	COPPER TUBING	
02504	CENTRIFUGALLY CAST FIBERGLASS PIPE	
02505	HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE	
02506	POLYVINYL CHLORIDE PIPE	
*02511	WATER LINES	
02511S	STANDARD SUPPLEMENT WATER LINES.....	10-24-2012
02512	WATER TAP AND SERVICE LINE INSTALLATION	
*02513	WET CONNECTIONS	
02513S	SUPPLEMENT WET CONNECTIONS.....	10-24-2012
02514	DISINFECTION OF WATER LINES	
02515	HYDROSTATIC TESTING OF PIPELINES	
02516	CUT, PLUG, AND ABANDONMENT OF WATER LINES	
02520	FIRE HYDRANTS	
02521	GATE VALVES	
*02525	TAPPING SLEEVES AND VALVES	
02525S	SUPPLEMENT TAPPING SLEEVES AND VALVES.....	10-24-2013
02526	WATER METERS	
02531	GRAVITY SANITARY SEWERS	
02533	ACCEPTANCE TESTING FOR SANITARY SEWERS	
02534	SANITARY SEWER SERVICE STUBS OR RECONNECTIONS	
02550	SLIPLINING SANITARY SEWERS	
02551	SANITARY SEWER RENEWAL BY SPIN CAST PIPE LINING METHOD	
02553	POINT REPAIR AND OBSTRUCTION REMOVALS	
02555	MANHOLE REHABILITATION	
02558	CLEANING AND TELEVISION EXPECTATION	
02571	PIPE BURSTING/CRUSHING SANITARY SEWER	
02581	STREET LIGHTING CONDUIT	

02611	REINFORCED CONCRETE PIPE	
02612	PRECAST REINFORCED CONCRETE BOX SEWERS	
02621	GEOTEXTILE	
02631	STORM SEWERS	
02633	PRECAST CONCRETE INLETS, HEADWALLS, AND WINGWALLS	
02711	HOT MIX ASPHALT BASE COURSE	
02712	CEMENT STABILIZED BASE COURSE	
02714	FLEXIBLE BASE COURSE FOR TEMPORARY DRIVEWAYS	
02741	ASPHALTIC CONCRETE PAVEMENT	
02742	PRIME COAT	
02743	TACK COAT	
02751	CONCRETE PAVING	
02752	CONCRETE PAVEMENT JOINTS	
02752S	SUPPLEMENT SAW CUTTING.....	12-30-2009
02753	CONCRETE PAVEMENT CURING	
02754	CONCRETE DRIVEWAYS	
02764	RAISED PAVEMENT MARKERS	
02767	THERMOPLASTIC PAVEMENT MARKINGS	
02768	EPOXY PAVEMENT MARKINGS	
02775	CONCRETE SIDEWALKS	
02811	LANDSCAPE IRRIGATION	
02911	TOPSOIL	
02912	TREE, PLANT, AND HARDSCAPE PROTECTION	
02915	TREE PLANTING	
02921	HYDROMULCH SEEDING	
02922	SODDING	
02951	PAVEMENT REPAIR AND RESTORATION	
02960	MILLING PAVEMENT	

DIVISION 3 – CONCRETE

03315 CONCRETE FOR UTILITY CONSTRUCTION

DIVISION 4 - MORTAR

DIVISION 5 - METALS

DIVISION 6 - WOOD AND PLASTICS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

DIVISION 8 - DOORS AND WINDOWS

DIVISION 9 - FINISHES

DIVISION 10 - SPECIALTIES

DIVISION 11 – EQUIPMENT

DIVISION 12 - FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 15 – MECHANICAL

DIVISION 16 – ELECTRICAL

APPENDIX

Phase I Environmental Site Assessment Northside Northline Area Drainage and Paving Improvements, June 27, 2017 (On CD)

Drainage Report - Northside Northline Area Drainage and Paving Improvements, July 24, 2020 (On CD)

END OF DOCUMENT

List of Changes:

- 04-30-2004: Added List of Changes, Notice to Bidders Section. Defined new term (Code). Provided information on how errors in extending unit prices and totaling alternates would be handled. Changed document number for Notice of Intent to Award.*
- 12-10-2004: Corrected paragraph references in Paragraphs 6.0.B, 11.0.B.2 and 11.0.C.3.*
- 02-28-2006: Deleted Paragraphs 9.0.D and 9.0.J. Guidance on how to handle math errors in Bid Form is provided in tabular form in Document 00210 – Supplementary Instructions to Bidders.*
- 08-10-2006: Added Small Business Enterprise (SBE) title and DBE to Paragraph 12.0 B.*
- 04-12-2013: Added required no-contact/quiet period language as Paragraph 3.0 C., drawn from the City Procurement Manual.*
- 02-26-2014: Add the updated no-contact/quiet period language as Paragraph 3.0 C., again drawn from the City Procurement Manual.*
- 06-09-2015: Added language stating that Minimum Bid Prices may not be decreased in Paragraph 9.0 E.*
- 07-25-2016: Removed references to Documents 00452 and 00453, and changed those references to refer to Document 00455, Ownership Information Form.*
- 12-20-2016: Changed reference in Paragraph 16.0 B. to reflect change in Code of Ordinances section referred to.*
- 01-12-2017: Reintroduced references to Documents 00452 and 00453, and edited references to Document 00455.*
- 03-28-2019: Updated Paragraph 3.0 to include new Paragraphs 3.0 D., and 3.0 E., mandatory anti-boycott of Israel and zero tolerance policy for human trafficking and related activities provisions.*
- 01-01-2020: Updated Paragraph 3.0 to include new Paragraph 3.0 F., mandated by the passage of SB 943 in 2019 and notifying potential bidders about the preservation of contracting information.*

Document 00200

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	<i>RELATED DOCUMENTS</i>	3
2.0	<i>DEFINITIONS</i>	3
3.0	<i>NOTICE TO BIDDERS</i>	3
4.0	<i>BID DOCUMENTS</i>	4
5.0	<i>EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS</i>	4
6.0	<i>INTERPRETATIONS DURING BIDDING</i>	5
7.0	<i>ADDENDA</i>	5
8.0	<i>SUBSTITUTION OF PRODUCTS</i>	5
9.0	<i>PREPARATION OF BIDS</i>	5
10.0	<i>BID SUBMISSION</i>	5
11.0	<i>BID SECURITY</i>	5
12.0	<i>SUBCONTRACTORS AND SUPPLIERS</i>	6
13.0	<i>MODIFICATION OR WITHDRAWAL OF BID</i>	6
14.0	<i>BID DISQUALIFICATION</i>	6
15.0	<i>PREBID MEETING</i>	6
16.0	<i>OPENING OF BIDS</i>	6
17.0	<i>EVALUATION AND CONSIDERATION OF BIDS</i>	6
18.0	<i>ACCEPTANCE OF THE BID</i>	6

Document 00200

INSTRUCTIONS TO BIDDERS

1.0 RELATED DOCUMENTS

- A. Document 00210 – Supplementary Instructions to Bidders.
- B. Document 00320 – Geotechnical Information.
- C. Document 00330 – Existing Conditions.
- D. Document 00410 – Bid Form, Parts A & B.
- E. Document 00495 – Post-Bid Procedures.
- F. Document 00520 – Agreement.
- G. Document 00700 – General Conditions.
- H. Document 00800 – Supplementary Conditions.

2.0 DEFINITIONS

- A. Definitions set forth in Document 00700, General Conditions, and in other documents of Project Manual, are applicable to Bid Documents.
- B. *Addendum*: Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes Bid Documents.
- C. *Alternate*: The total amount bid for additions to work, as described in Section 01110, Summary of Work. Each Alternate includes cost of effects on adjacent or related components, and Bidder's overhead and profit.
- D. *Bid*: A complete and properly signed offer to perform the Work in accordance with this Document and Document 00210, Supplementary Instructions to Bidders.
- E. *Bid Date*: Date and time set for receipt of Bids as stated in Document 00210, Supplementary Instructions to Bidders, or as modified by Addenda.
- F. *Bid Documents*: Project Manual, Drawings, and Addenda.
- G. *Bid Supplement*: A Bid submittal that is required in Document 00410, Bid Form.
- H. *Bidder*: Person or firm, identified in Document 00410B, Bid Form, Part B, including its successors, and its authorized representative.

I. *Code*: Code of Ordinances, Houston, Texas.

J. *Low Bidder*: Apparent successful Bidder that qualifies as a responsible Bidder and that submits Bid with lowest Total Bid Price.

K. *Project Manager*: Person designated in Document 00100, Advertisement for Bids, and Document 00220, Request for Bid Information, to represent the City during bidding and post-bid periods.

L. *Project Manual*: Volume assembled for the Work that includes the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

M. *Security Deposit*: A certified check, cashier's check, or bid bond in the amount of 10 percent of the Total Bid Price.

N. *Total Bid Price*: Total amount bid for performing the Work as identified by Bidder in Document 00410B, Bid Form, Part B, which amount includes:

1. Stipulated Price;
2. Total Base Unit Prices;
3. Total Extra Unit Prices;
4. Total Cash Allowances; and
5. Total Alternates.

3.0 NOTICE TO BIDDERS

A. Chapter 18, Ethics and Financial Disclosure, of the City of Houston Code of Ordinances makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, all partners of partnerships, and all officers, directors, and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal; for a City Contract. Bidder shall complete and submit Document 00455, Ownership Information Form, with its Bid to comply with this requirement. See Chapter 18 of the Code for further information.

B. Chapter 15, Article VIII, of the City's Code

provides that no contract shall be let, nor any other business transaction entered into, by the City with any person indebted to the City or a qualifying entity, if the contractor or transaction comes within the provisions of Section 15-1 (c) of the Code. Exceptions are provided in Section 15-126 of the Code. Bidder shall complete and submit Document 00455, Ownership Information Form, with its Bid to comply with this requirement.

- C. Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
- D. **Anti-Boycott of Israel.** Bidder certifies that Bidder is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
- E. **Zero Tolerance Policy for Human Trafficking and Related Activities.** The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Contract for all purposes. Bidder has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of

this Contract's effective date. Bidder shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Bidder or its subcontractors providing services or goods under this Contract within 7 days of Bidder becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

- F. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.0 BID DOCUMENTS

- A. The Bid Documents may be obtained at location specified in Document 00210, Supplementary Instructions to Bidders.
- B. The Bid Documents are made available only for the purpose of bidding on the Work. Receipt of Bid Documents does not grant a license for other purposes.
- C. On receipt of Bid Documents, Bidder shall verify that documents are legible and complete, compare contents of Project Manual with Document 00010, Table of Contents, and compare Index of Drawings with Document 00015, List of Drawings. Bidder shall notify Project Manager if Bid Documents are incomplete.
- D. If City of Houston Standard Specifications or Standard Details are required by the Project Manual, Bidder shall refer to Document 00210, Supplementary Instructions to Bidders for purchase information.

5.0 EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS

- A. Bidder shall examine Project site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the Bid Documents before submitting a Bid.
- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain extent of subsurface conditions.
- C. Failure of Bidder to perform the investigations prior to submitting a Bid does not relieve Bidder of responsibility for investigations, interpretations and proper use of available information in the preparation of its Bid.
- D. Bidder shall observe limitations of access to

occupied or restricted site as stated in Document 00210, Supplementary Instructions to Bidders.

the Bidder, associated with preparation of its Bid and compliance with Post-bid Procedures.

6.0 *INTERPRETATIONS DURING BIDDING*

- A. Bidder shall immediately submit Document 00220, Request for Bid Information, to Project Manager upon finding errors, discrepancies, or omissions in Bid Documents. Confirmation of receipt of questions by the City is the responsibility of Bidder. Verbal discussions and answers are not binding.
- B. Document 00220, Request for Bid Information, must be received at least 10 days before the Bid Date to allow issuance of Addenda in accordance with Paragraph 7.0.D. Replies, if issued, are by Addenda.

D. Bidder may not adjust preprinted price on line items stating "Fixed Unit Price" in the description on the Bid Form.

E. Bidder may increase, but not decrease, preprinted price on line items stating "Minimum Bid Price" in the description on the Bid Form by crossing out the minimum and inserting revised price on the line above. Bidder may not decrease the preprinted price on line items stating "Minimum Bid Price".

F. Bidder may decrease, but not increase, preprinted price on line items stating "Maximum Bid Price" in the description on the Bid Form by crossing out the maximum and inserting revised price on the line above. Bidder may not increase the preprinted price on line items stating "Maximum Bid Price".

7.0 *ADDENDA*

A. Addenda that affect bidding requirements are applicable only through issuance of the Notice to Proceed. Addenda that affect the Contract are a part of the Contract.

B. BIDDERS WHO SUBMIT A BID ON THIS PROJECT SHALL BE PRESUMED TO HAVE RECEIVED ALL ADDENDA AND TO HAVE INCLUDED ANY COST THEREOF IN THEIR BIDS, REGARDLESS OF WHETHER THEY ACKNOWLEDGE THE ADDENDA OR NOT.

C. The City will make Addenda available at same location where the Bid Documents may be obtained. The City will notify plan holders of record when Addenda are available. Bidders are responsible for obtaining Addenda after notification.

D. No Addendum will be issued later than noon on Monday before Bid Date, except Addenda with minor clarifications, withdrawing request for Bids, or postponing Bid Date.

G. Bidder shall insert a price no greater than the maximum preprinted range and no less than the preprinted range for line items stating "Fixed Range Unit Price" in the description on the Bid Form by crossing out prices noted and inserting revised price on the line above.

H. Bidder may not adjust Cash Allowance amounts.

8.0 *SUBSTITUTION OF PRODUCTS*

A. No substitutions of Products will be considered during the bidding period.

9.0 *PREPARATION OF BIDS*

A. Bidder shall fill in applicable blanks in Document 00410A&B, Bid Form, Parts A & B, and Bid Supplements. In addition, Bidder shall bid all Alternates. Bidder shall properly sign Document 00410B, Bid Form.

B. Bidder shall initial all pages, except signature page, of Document 00410B, Bid Form, Part B.

C. Bidder is responsible for all costs incurred by

10.0 *BID SUBMISSION*

A. City Secretary will receive Bids on Bid Date at location specified in Document 00210, Supplementary Instructions to Bidders.

B. Bids submitted after Bid Date will be returned to Bidder unopened.

C. Verbal, facsimile, or electronic Bids are invalid and will not be considered.

D. Bidder shall submit in person or by mail one copy of the signed Document 00410, Bid Form, Parts A and B, along with required Security Deposit, and required Bid Supplements, in a sealed, opaque envelope. In addition, Bidder shall clearly identify Project, Bid Date and Bidder's name on outside of envelope. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed for postal delivery.

11.0 *BID SECURITY*

A. Bidder shall submit a Security Deposit with its Bid.

B. Certified Check or Cashier's Check

1. Bidder shall make check payable to the City of Houston.
 2. A check is submitted on the condition that if Bidder is named Low Bidder and fails either to timely and properly submit documents required in Document 00495, Post-Bid Procedures, the City will cash the check in accordance with Paragraph 11.0.E.
- C. Bid Bond
1. The bid bond must be a valid and enforceable bond, signed by a surety that complies with other requirements set out by law.
 2. The bid bond must name the City of Houston as obligee, and be signed by the Bidder as principal and signed and sealed by the surety.
 3. The bid bond must be conditioned such that if Bidder is named Low Bidder and then fails to timely and properly submit documents required in Document 00495, Post-Bid Procedures, surety will be obligated to pay to the City an amount in accordance with Paragraph 11.0.E.
- D. Security Deposits will be retained until after the Contract is awarded or all Bids are rejected.
- E. Low Bidder forfeits Security Deposit if it fails to timely and properly submit documents required in Document 00495, Post-Bid Procedures. The City may claim an amount equal to the difference between the Total Bid Price of the defaulting Bidder and the Total Bid Price of the Bidder awarded the Contract. If Security Deposit is a check, the City will reimburse any remaining balance to the defaulting Bidder.
- 12.0 *SUBCONTRACTORS AND SUPPLIERS*
- A. The City may reject proposed Subcontractors or Suppliers.
 - B. Refer to Document 00800,– Supplementary Conditions, for MWBE, PDBE, DBE and SBE goals.
- 13.0 *MODIFICATION OR WITHDRAWAL OF BID*
- A. A Bidder may modify or withdraw a Bid submitted before the Bid Date by written notice to the City Secretary. The notice may not reveal the amount of the original Bid and must be signed by the Bidder.
 - B. Bidder may not modify or withdraw its Bid by verbal, facsimile, or electronic means.
- C. A withdrawn Bid may be resubmitted up to the time designated for receipt of Bids.
- 14.0 *BID DISQUALIFICATION*
- A. The City may disqualify a Bid if the Bidder:
 1. fails to provide required Security Deposit in the proper amount;
 2. improperly or illegibly completes information required by the Bid Documents;
 3. fails to sign Bid or improperly signs Bid;
 4. qualifies its Bid; or
 5. improperly submits its Bid.
 - B. When requested, Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in performing construction work as proposed, and has the capital, labor, equipment, and material to perform the Work.
- 15.0 *PREBID MEETING*
- A. A prebid meeting is scheduled to be held at the place, time, and date listed in Document 00210, Supplementary Instructions to Bidders.
 - B. All Bidders, subcontractors, and suppliers are invited to attend.
 - C. Representatives of City Engineer will attend.
- 16.0 *OPENING OF BIDS*
- A. Bids are opened by the City Secretary and publicly read in City Council Chambers on the Public Level in City Hall Annex at 11:00 a.m. on Bid Date.
 - B. Place and date of Bid opening may be changed in accordance with Sections 15-45(c) of the City Code.
- 17.0 *EVALUATION AND CONSIDERATION OF BIDS*
- A. Project Manager will tabulate, record and evaluate Bids.
 - B. The City may reject all Bids or may reject any defective Bid.
- 18.0 *ACCEPTANCE OF THE BID*
- A. The City will send to Low Bidder Document 00498, Notice of Intent to Award. Acceptance by the City is conditioned upon Bidder's timely and proper submittal of documents required

in Document 00495, Post-Bid
Procedures.

stated in Document 00410A, Bid Form,
Part A.

- B. The Bid remains open to acceptance
and is irrevocable for the period of time

END OF DOCUMENT

Document 00210

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following Paragraphs modify Document 00200 - Instructions to Bidders. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders remains in effect.

PARAGRAPH 2.0 – DEFINITIONS:

Add the following sub-Paragraphs to this Paragraph:

- O. *Office of Business Opportunity (OBO):* All references to Affirmative Action Contract Compliance Division (AACC) set forth in Document 00700 – General Conditions and in other documents of the Project Manual, shall refer to, and include, the Office of Business Opportunity.
- P. *Certificate of Responsibility:* An unexpired and unrevoked letter from the Director containing an identification number and stating that a Bidder has met the minimum qualifications to bid on street and bridge contracts within the amount and type of bidding capacity, based on Texas Department of Transportation (TxDOT) determination of Bidder's capability and approval of financial stability.
- Q. *Director:* Director, Houston Public Works, City of Houston.

PARAGRAPH 3.0 – NOTICE TO BIDDERS

Add the following sub-Paragraph to this Paragraph:

- D. This is a City Street and Bridge Construction or Improvement Contract which requires a current Certificate of Responsibility filed with the Director no later than three business days prior to Project Bid Date. A Certificate of Responsibility is a valid Prequalification Approval Letter issued by TxDOT stating that a Bidder is qualified to bid on State Highway improvement contracts pursuant to 43 Texas Administrative Code, Section 9.12, as it may be amended from time-to-time, and Chapter 15, Article IV of the Code of Ordinances, Houston, Texas (the "Ordinance").

PARAGRAPH 4.0 – BID DOCUMENTS

Add the following sub-Paragraphs to this Paragraph:

A. Add the following Paragraph A.1:

1. Bid documents may only be obtained electronically at the City's website: <https://bidsets.publicworks.houstontx.gov/>.

D. Add the following Paragraph D.1:

1. Copies of the City Standard Specifications and Details may be acquired at no cost on the City's website <https://www.houstonpermittingcenter.org/office-city-engineer/design-and-construction-standards>

E. The following plan rooms, whose names, addresses, phone and fax numbers were last updated on April 9, 2007, have been authorized by the City to display Bid Documents for examination:

(Note: The Bid Documents furnished to the plan rooms for examination can be in electronic format, in hard copies, or in any other formats pertaining to each City Contracting Division's discretion.)

1. AMTEK Information Services, Inc., 4001 Sherwood Lane, Houston, TX 77092, 713-956-0100, Fax 713-956-5340, Email: planroom@amtekusa.com
2. Associated Builders & Contractors, Inc., (ABC), 3910 Kirby, Suite 131, Houston, TX 77098-4151, 713-523-6222, Fax 713-874-0747. Email: lori@abchouston.org
3. Associated General Contractors (AGC-BB) Building Branch, 3825 Dacoma, Houston, TX 77092-8717, 713-843-3700, Fax 713-843-3701. Email: karla.s@agchouston.org
4. Associated General Contractors, (AGC-HHUI), Highway, Heavy Utilities and Industrial Branch, 2400 Augusta St., Suite 180, Houston, TX 77057, 713-334-7100, Fax 713-334-7130. Email: houston@agctx.org
(Attention: Mel Keyser)
5. Construction Information Network, 1225 North Loop West, Suite 550, Houston, TX 77008, 713-868-2233 ext. 329, Fax 866-852-2713. Email: paul.tilford@cnsx.com

6. F. W. Dodge Corporation, 4101 Greenbriar, Suite 320, Houston, TX 77098, 713-529-4895, Fax 713-524-7639. Email: terrie_harris@mcgraw-hill.com
7. Hispanic Contractors Association of Houston (HCA-GHA), 11 Parker Road, Suite 7, Houston, TX 77241, 713-699-2732 or 832-754-3705, Fax 713-695-1556, Email: hispaniccontractorsassociation@yahoo.com; or Randymagdalenos@yahoo.com
8. Houston Minority Business Development Center, 2900 Woodridge, Suite 124, Houston, TX 77087, 713-644-0821, Fax 713-644-3523. Email: gtamez@gacompanies.com
9. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA – 30092-8629. Tel. 1-800-424-3996 or 1-800-699-8640; Fax 1-800-317-0870 or 1-800-508-5370.
10. The Builders' Exchange of Texas, Inc., 3910 Kirby, Suite 131, Houston, TX 77098, 210-564-6900, Fax: 210-564-6921, Email: houston@bctx.com

PARAGRAPH 5.0 – EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS

D. Add the following sub-Paragraph D.1:

1. Work will be performed in public right-of-way. The site may be examined at any time during daylight hours.

PARAGRAPH 9.0 – PREPARATION OF BIDS

Add the following sub-Paragraph I to this Paragraph:

- I. For math errors the City encounters in analyzing Bids, the following guidance will be used:

In the event of a conflict between:

The Bid Price is:

- | | |
|--|--|
| 1. Individual Unit Price and Extension of that Unit Price | Individual Unit Price times Estimated Quantity |
| 2. A Unit Price extension and total of Unit Price Extensions | Sum of all Individual Unit Price Extensions |
| 3. Individual Alternate and total of Alternates | Sum of all Individual Alternates |
| 4. Individual subtotals for | Sum of Individual subtotals for |

Stipulated Price, Base Unit
Prices, Extra Unit Prices,
Contractor Bonus,
Cash Allowances,
and Alternates; and the Total
Bid Price

Stipulated Price, Base Unit
Prices, Extra Unit Prices,
Contractor Bonus, Cash
Allowances and Alternates

PARAGRAPH 10.0 – BID SUBMISSION

Add the following sub-Paragraph A.1 to this Paragraph:

A. Add the following sub-Paragraph A.1:

- A. 1. City will utilize online bidding services via CivCast at <https://www.civcastusa.com/bids>. Electronic Bids are due at 10:30 a.m., local time on December 10, 2020. Follow submittal instructions on <https://www.civcastusa.com/>. **Hard Copies will not be accepted for this Bid Submission.** Bids will be opened, and the Bid Results will be posted on Civcast on Bid Date. Bid Results will not be read out loud by City Secretary but may be read aloud utilizing Microsoft Teams as noted in the Solicitation.

PARAGRAPH 15.0 – PREBID MEETING

Add the following sub-Paragraph A.1 to this Paragraph:

A. Add the following sub-Paragraph A.1:

1. A Prebid Meeting will be held at 10:00 A.M. on Tuesday, November 24, 2020. Due to COVID-19, only teleconference meeting option is provided. Please refer below for Microsoft Team Meeting information. +1 936-755-1521 United States, Conference ID:950828145#

END OF DOCUMENT

Document 00410A

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: DR 15 SWAT 4A Northside/Northline Drainage and Paving Improvements
Project No.: WBS No. M-420-HUD-004A-4
Bidder: _____

(Print or type full name of business entity, such as corporation, LLC, etc)

1.0 OFFER

- A. Total Bid Price:** Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 10 percent of the Total Bid 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 Total Bid Price.
- E. Bid Supplements:** The following documents are attached:
- Security Deposit (*as defined in Document 00200 – Instructions to Bidders*)
 - Document 00450 - Bidder's Statement of MWSBE Status
 - Document 00454 - Affidavit of Non-interest
 - Document 00455 – Affidavit of Ownership or Control
 - Document 00457 – Conflicts of Interest Questionnaire (CIQ)
 - Document 00460 – Pay or Play Acknowledgement Form (POP 1-A)
 - Document 00470 – Bidder's MWSBE Participation Plan (*required unless no MWSBE participation goal is provided in Document 00800 (the "Goal")*).
 - Document 00471 – Bidder's Record of Good Faith Efforts (*required if the goal in Bidder's Participation Plan–Document 00470 is lower than the Goal*).
 - Others as listed: _____

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within 398 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

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.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
BASE UNIT PRICES FOR - GENERAL						
1	01502	Mobilization	LS	1	\$ 150,000.00(1)	\$ 150,000.00(1)
2	01555	Traffic Control and Regulation	LS	1	\$ 65,000.00(2)	\$ 65,000.00(2)
3	01555	Flagmen	LS	1	\$ 80,000.00(2)	\$ 80,000.00(2)
4	01562/01562S	Removing trees 0-inch to 11.99-inch or Palm	EA	212	\$	\$
5	01562/01562S	Removing trees 12-inch to 29.99-inch	EA	212	\$	\$
6	01562/01562S	Removing trees 30-inch to 45-inch	EA	9	\$	\$
7	01562/01562S	Clearing Prune Trees	EA	444	\$	\$
8	01562/01562S	Installing Root Pruning Trench	LF	3075	\$	\$
9	01562/01562S	Urban Forestry Monitoring	Hour	76	\$	\$
10	01570	Reinforced Filter fabric fence	LF	4800	\$	\$
11	02233	Clearing and Grubbing	AC	50	\$	\$
12	02921	Hydro Mulch Seeding	AC	50	\$	\$
13	02922	Sodding	SY	22000	\$	\$
SUBTOTAL FOR GENERAL ITEMS						\$

BASE UNIT PRICES FOR - STORM SEWER

Item No.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
14	02220	Remove/Dispose 10-inch RCP culvert pipe	LF	20	\$ _____	\$ _____
15	02221	Remove/Dispose 12-inch RCP culvert pipe	LF	556	\$ _____	\$ _____
16	02221	Remove/Dispose 15-inch RCP culvert pipe	LF	2969	\$ _____	\$ _____
17	02221	Remove/Dispose 18-inch RCP culvert pipe	LF	27895	\$ _____	\$ _____
18	02221	Remove/Dispose 21-inch RCP culvert pipe	LF	18	\$ _____	\$ _____
19	02221	Remove/Dispose 24-inch RCP culvert pipe	LF	3359	\$ _____	\$ _____
20	02221	Remove/Dispose 30-inch RCP culvert pipe	LF	16	\$ _____	\$ _____
21	02221	Remove/Dispose 36-inch RCP culvert pipe	LF	20	\$ _____	\$ _____
22	02221	Remove/Dispose 42-inch RCP culvert pipe	LF	20	\$ _____	\$ _____
23	02221	Remove/Dispose 48-inch RCP culvert pipe	LF	20	\$ _____	\$ _____
24	02221	Remove/Dispose Inlets all sizes/depth	EA	60	\$ _____	\$ _____
25	02221	Remove/Dispose Storm Manholes all Sizes/depth	EA	2	\$ _____	\$ _____
26	02260	Trench Safety System for Storm Sewer	LF	1000	\$ _____	\$ _____
27	02631	24-inch diameter RCP Culvert by open cut	LF	34088	\$ _____	\$ _____
28	02631	36-inch diameter RCP Culvert by open cut	LF	100	\$ _____	\$ _____
29	02631	29-inchx18-inch Arch Pipe by open cut	LF	19	\$ _____	\$ _____
30	02221	Safe End Treatment (TY II) (24 inch) (6:1)	EA	6	\$ _____	\$ _____
31	02801,02082,02087	Type C manhole for 42-inch diameter and smaller sewers	EA	1	\$ _____	\$ _____
32	02801,02082,02087	Type C manhole for 48-inch diameter and larger	EA	1	\$ _____	\$ _____
33	02315	Regrade Ditches	LF	135000	\$ _____	\$ _____
34	2086	Adjust existing manhole frame and cover to new grade	EA	10	\$ _____	\$ _____
35	02633	Type D-1 Grate Inlet	EA	1	\$ _____	\$ _____
36	02633	Type E inlet (Pre Cast)	EA	2	\$ _____	\$ _____
37	02633	Type A Grate Inlet	EA	60	\$ _____	\$ _____
SUBTOTAL FOR STORM SEWER ITEMS						\$ _____

BASE UNIT PRICES FOR - PAVING

Item No.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
38	02221	Remove/Dispose Driveway (all thicknesses and all types)	SY	63132	\$ _____	\$ _____
39	02221	Remove and dispose concrete sidewalk	SY	200	\$ _____	\$ _____
40	02754	Concrete Driveways including Excavation 6-inch thick	SF	334532	\$ _____	\$ _____
41	02755	Concrete Sidewalk	SF	500	\$ _____	\$ _____
42	02755	Wheelchair Ramps	SF	100	\$ _____	\$ _____
43	02741	Asphalt Driveways including Excavation 6-inch thick	SF	233650	\$ _____	\$ _____
44	02221	Remove and Dispose of Asphalt Pavement Surface (All thickness, incl base and subgrade)	SY	1000	\$ _____	\$ _____
45	02741	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5 inch) (165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	866	\$ _____	\$ _____
46	02741	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level Up) (1.5 inch) (165 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	866	\$ _____	\$ _____
47	02960	Milling Existing Asphalt Pavement (2" - 3"), In accordance with Drawings and Specifications	SY	5328	\$ _____	\$ _____
48	02711	Hot Mix Asphaltic Base Course (Type A/B)- 6" Thick - Base Repair (At Select Areas) (6" Black Base) (630 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	TON	638	\$ _____	\$ _____
SUBTOTAL FOR PAVING ITEMS						\$ _____

BASE UNIT PRICES FOR - WATER						
Item No.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
49	02516	Cut, plug and abandon exist 8" water line	EA	15	\$ _____	\$ _____
50	02511/02511S	6-inch diameter water line by Open Cut	LF	250		
51	02511/02511S	8-inch diameter water line by Open Cut	LF	1000	\$ _____	\$ _____
52	02511/02511S	8-inch diameter DIP water line by Open Cut construction w/restrained joints	LF	100		
53	02511	3/4-inch to 1-inch diameter water taps and copper service line with meter box, short side	EA	300	\$ _____	\$ _____
54	02511	3/4-inch to 1-inch diameter water taps and copper service line with meter box, long side	EA	300	\$ _____	\$ _____
55	02764	Blue relective pavement markers	EA	10		
56	02086	Adjust existing valve box to proposed grade	EA	120	\$ _____	\$ _____
57	02512	Relocate and adjust water meter to proposed grade	EA	24	\$ _____	\$ _____
58	02520	Remove and salvage fire hydrant	EA	5	\$ _____	\$ _____
59	02520	Relocate exist fire hydrant and gate valve to proposed grade on side slope or top if bank	EA	136	\$ _____	\$ _____
60	02520	Fire hydrant assembly, all depth including 6-inch dia. Gate Valve and box	EA	2	\$ _____	\$ _____
SUBTOTAL FOR WATER ITEMS						\$ _____
BASE UNIT PRICES FOR - WASTEWATER						
Item No.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
61	2531	6-inch diameter sanitary sewer by open cut	LF	100	\$ _____	\$ _____
62	2531	8-inch diameter sanitary sewer by open cut	LF	100	\$ _____	\$ _____
63	02534	Relocate Sanitary Sewer Cleanout	EA	5	\$ _____	\$ _____
64	2531	Sanitary Sewer Manholes	EA	5	\$ _____	\$ _____
65	2534	Sanitary sewer service lines - 4 inch dia.	LF	1250	\$ _____	\$ _____
66	02534	Sanitary sewer service lines - 6 inch dia.	LF	1250	\$ _____	\$ _____
SUBTOTAL FOR WASTEWATER ITEMS						\$ _____

C. EXTRA UNIT PRICE TABLE:

Item No.	Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
67	02221	Remove and Dispose of Miscellaneous Concrete And Masonry	CY	100	\$ _____	\$ _____
68	02317	6" Overexcavate trench bottom	LF	500	\$ _____	\$ _____
69	02318	Excavation around obstructions	CY	400	\$ _____	\$ _____
70	02318	Extra hand excavation	CY	100	\$ _____	\$ _____
71	02318	Extra machine excavation	CY	50	\$ _____	\$ _____
72	02318	Extra placement of backfill material	CY	100	\$ _____	\$ _____
73	02318	Extra placement of granular fill	CY	200	\$ _____	\$ _____
74	02318S	Extra cement-stabilized sand	CY	1000	\$ _____	\$ _____
75	02511	Extra water fittings in place	TON	2	\$ _____	\$ _____
76	2821	Construction Fence - 5 feet high	LF	500	\$ _____	\$ _____
77	02531	Sanitary Sewer 16" Steel Casing	LF	150	\$ _____	\$ _____
SUBTOTAL FOR EXTRA UNIT ITEMS					\$ _____	\$ _____

D. CASH ALLOWANCE TABLE:

Cash Allowance No.	Cash Allowance Short Title	Cash Allowance in Figures
CASH.01	NPDES Permits	\$ 500.00
CASH.02	Street Cut Permit	\$ 2,000.00
CASH.03	CenterPoint Street Light and Conduit Relocations	\$ 240,014.00
TOTAL CASH ALLOWANCES:		\$ 242,514.00

E. ALTERNATES TABLE: N/A

Item No.	Spec Ref.	Alternate Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total Price for Alternate in figures
		N/A				
<u>TOTAL ALTERNATES</u>						\$ _____

REST OF PAGE INTENTIONALLY LEFT BLANK

F. TOTAL BID PRICE: _____ \$ _____
(Add Totals for Stipulated Price, Base Unit Price, Extra Unit Price, Cash Allowance, and All Alternates, if any)

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 Total Bid Price.

Bidder: _____
(Print or type full name of your 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.

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 Tables B through E:

- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder, but not decreased, by crossing out the Minimum and inserting revised price on the line above. **Cannot** be decreased by the Bidder.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased by the Bidder, but not increased, by crossing out the Maximum and inserting revised price on the line above. A Bid that increases the Maximum Bid Price may be found non-conforming and non-responsive. **Cannot** be increased by the Bidder.
- (4) Fixed Range Bid Price determined prior to Bid. Unit Price can be adjusted by Bidder to any amount within the range defined by crossing out prices noted and noting revised price on the line above.

Document 00455

OWNERSHIP INFORMATION FORM

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance (Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City);
- b. The City of Houston Fair Campaign Ordinance (Chapter 18 of the Code of Ordinances); and,
- c. The State of Texas Statement of Residency Requirements (Tex. Govt. Code Chapter 2252).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN
ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name: _____

Business Address [No./Street] _____

City / State / Zip Code _____

Telephone Number _____

Bidder's email address

Email Address: _____

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS NOT APPLICABLE IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001(3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your _____ business is a:
 TEXAS RESIDENT BIDDER
 NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston ("Houston") in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state "None" on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address
Name _____ Director or Member	_____ Address

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

Owner(s) of 10% or More (IF NONE, STATE "NONE."):

Northside/Northline Drainage and Paving
WBS No. M-420HUD-004A-4

OWNERSHIP INFORMATION FORM

Name: _____

Business Address [No./Street] _____

City / State / Zip Code _____

Telephone Number _____

Email Address: _____

Residence Address [No./Street] _____

City / State / Zip Code _____

ATTACH ADDITIONAL SHEETS AS NEEDED.

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal [**DESCRIBE**]:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature	Date
Printed name	
Title	

NOTE: This form constitutes a governmental record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

Document 00520

AGREEMENT

Project: DR15 SWAT 4A Northside/Northline Drainage and Paving Improvements

Project Location: The project area is generally bound by Parker Road on the North, Tidwell Road on the South, McGallion Road on the East, and Airline Drive on the West. (Key Map No. 413X, 413Y, 453B, 453C)

Project No: WBS No. M-420HUD-004A-4

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

Contractor: _____

(Address for Written Notice) _____

Fax Number: N/A Phone Number: N/A

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

HoJin Lim, PE, CFM (or 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:

Juan Chavira, PE, PMP, CEM

Fax Number: _____

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.

ARTICLE 2
CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 398 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

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 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ _____ which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 [Accepted or Not Accepted]
Alternate No. 2 [Accepted or Not Accepted]
Alternate No. 3 [Accepted or Not Accepted]
Alternate No. 4 [Accepted or Not Accepted]

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 or 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 00800 - Supplementary Conditions.

7.1.3 Division 01 - General Requirements.

7.1.4 Divisions 02 through 16 of Specifications.

7.1.5 Drawings listed in Document 00015 - List of Drawings. Drawing No. N/A and bound separately.

7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated None

Addendum No. 2, dated None
Addendum No. 3, dated None
Rider No. [], dated None

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
<input checked="" type="checkbox"/> 00410B	Bid Form – Part B
<input checked="" type="checkbox"/> 00470	Standard Pre-Bid Participation Plan Document
<input type="checkbox"/> 00471	Pre-Bid Good Faith Efforts Report
<input type="checkbox"/> 00472	Goal Deviation Request
<input type="checkbox"/> 00500	Form of Business
<input checked="" type="checkbox"/> 00501	Resolution of Contractor (if a corporation)
<input type="checkbox"/> 00570	Amended S/MWBE Participation Plan
<input type="checkbox"/> 00571	Contractor's Good Faith Efforts Report
<input type="checkbox"/> 00572	Plan Deviation Request
<input type="checkbox"/> 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
<input checked="" type="checkbox"/> 00610	Performance Bond
<input checked="" type="checkbox"/> 00611	Statutory Payment Bond
<input checked="" type="checkbox"/> 00612	One-year Maintenance Bond
<input checked="" type="checkbox"/> 00613	One-year Surface Correction Bond
<input checked="" type="checkbox"/> 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
<input type="checkbox"/> 00623	Contractor's Act of Assurance (SRF Form ED-103)
<input checked="" type="checkbox"/> 00624	Affidavit of Compliance with Affirmative Action Program
<input type="checkbox"/> 00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
<input checked="" type="checkbox"/> 00630	(POP-2) Certification of Compliance with Pay or Play Program
<input checked="" type="checkbox"/> 00631	(POP-3) City of Houston Pay or Play Program – List of Subcontractors
<input checked="" type="checkbox"/> 00800H	H.U.D. Supplementary Conditions
<input type="checkbox"/> 00801	Supplementary Conditions for Project AIP Funded
<input type="checkbox"/> 00802	SRF Supplementary Conditions
<input checked="" type="checkbox"/> 00805	Equal Employment Opportunity Requirements (DELETE if AIP Funded)
<input type="checkbox"/> 00806	EPA DBE and Wage Rate Requirements (SRF only)
<input type="checkbox"/> 00807	Bidder/Contractor Requirements for DBE Program
<input checked="" type="checkbox"/> 00808	Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program
<input checked="" type="checkbox"/> 00810	Federal Wage Rate - Highway
<input type="checkbox"/> 00811	Federal Wage Rate - Building
<input type="checkbox"/> 00812	Federal Wage Rate - Heavy
<input type="checkbox"/> 00820	Wage Rate for Engineering Construction
<input type="checkbox"/> 00821	Wage Rate for Building Construction
<input type="checkbox"/> 00830	Trench Safety Geotechnical Information
<input checked="" type="checkbox"/> 00840	Pay or Play Program
<input type="checkbox"/> 00912	Rider
<input checked="" type="checkbox"/> CDBG	HUD-4010 Federal-Labor Standard -MWSBE Sec 3 Rv1 11.2017

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: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Tax Identification Number: _____

Date: _____

Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____

By: _____

Director,
Houston Public Works

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 00810

WAGE SCALE FOR HIGHWAY CONSTRUCTION

- 1.01 Following 29 CFR 5.5 (a) (1) (v), use the rates listed on the Wage Determination Attachment for minimum wage and benefits for the labor classifications applicable to the Work.
- 1.02 These rates do not prohibit payment of more than the rates stated.
- 1.03 Apply rates in this Document 00810 to site work greater than five (5) feet from exterior wall of new building under construction or from exterior wall of existing building.
- 1.04 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "A") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 1.05 During the course of the work, Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495.
- 1.06 Contractor and all subcontractors will submit payrolls electronically to the Department through the online reporting system unless told otherwise by the Office of Business Opportunity.

EXHIBIT "A"

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

Project Name _____

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)

Witness/Attest:

(Name of Firm or Corporation)

By: _____

By: _____

CITY OF HOUSTON
STANDARD DOCUMENT
(Signature)

WAGE SCALE
FOR HIGHWAY CONSTRUCTION
(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.

FOR HIGHWAY

EXHIBIT "B"

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

Project Name _____

Project WBS#: _____ Date _____

(I) (We) hereby certify that (I am) (we are) the Subcontractor 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

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HIGHWAY CONSTRUCTION

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)

Witness/Attest:

(Name of Firm or Corporation)

By: _____

By: _____

(Signature)

(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.

FOR HIGHWAY

Wage Determination Publication

Date:

January 3, 2020

for

General Decision Number **TX20200038**

Superseded General Decision Number **TX20190038**

State: TEXAS

Construction Type: HIGHWAY

County (ies): Harris

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR HIGHWAY CONSTRUCTION

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

Modification Number:
0

Publication
01/03/2020

* SUTX2011-013 08/10/2011

WAGE DETERMINATION ATTACHMENT:

"General Decision Number: TX20200038 01/03/2020

Superseded General Decision Number: TX20190038

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR: Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	
Crane, Hydraulic 80 Tons or less.....	\$ 13.86	
Crane, Lattice boom 80 tons or less.....	\$ 14.97	
Crane, Lattice boom over 80 Tons.....	\$ 15.80	
Crawler Tractor.....	\$ 13.68	
Excavator, 50,000 pounds or less.....	\$ 12.71	
Excavator, Over 50,000 pounds.....	\$ 14.53	
Foundation Drill, Crawler Mounted.....	\$ 17.43	

Foundation Drill, Truck
 Mounted.....\$ 15.89
 Front End Loader 3 CY or
 Less.....\$ 13.32
 Front End Loader, Over 3 CY.\$ 13.17
 Loader/Backhoe.....\$ 14.29
 Mechanic.....\$ 16.96
 Milling Machine.....\$ 13.53
 Motor Grader, Fine Grade....\$ 15.69
 Motor Grader, Rough.....\$ 14.23
 Off Road Hauler.....\$ 14.60
 Pavement Marking Machine....\$ 11.18
 Piledriver.....\$ 14.95
 Roller, Asphalt.....\$ 11.95
 Roller, Other.....\$ 11.57
 Scraper.....\$ 13.47
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15
 Structural Steel Welder.....\$ 12.85
 Structural Steel.....\$ 14.39

TRUCK DRIVER

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

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====
" END OF GENERAL DECISION

END OF DOCUMENT

Document00912

RIDER NO. 1

PROJECT NAME: DR15 SWAT 4A Northside/Northline Drainage and Paving
Improvements

PROJECT NO: M-420HUD-004A-4


This Rider is incorporated into the Contract documents. In the event of a conflict with the original Contract documents, this Rider governs.

CHANGES TO PROJECT MANUAL

1. Removing Document 00700 General Conditions dated January 1, 2020 and replacing it with Document 00700 General Conditions dated August 13, 2021.
 - a. New state laws that the City and Contractors need to abide by in Section 13.13
2. Document 00800 HUD Supplementary Conditions
 - a. Section 3.9 Use of Products was added per the legal department
3. Document 00805 Equal Employment Opportunity Program Requirements
 - a. Section 11 Federally Assisted Construction Contracts was added per the legal department
4. Adding Document 00812 Wage Scale for Heavy Construction
 - a. Both Heavy and Highway wage rates are required

END OF RIDER NO. 1

DATED: 10/11/2021


DocuSigned by:
Juan Chevara
Juan Chevara, P.E., PMP, CEM
Assistant Director
Capital Projects

DATED: 09/16/2021


Contractor: DL Glover, Inc.

Document 00912

RIDER NO. 2

PROJECT NAME: DR15 SWAT 4A Northside/Northline Drainage and Paving
Improvements

PROJECT NO: M-420HUD-004A-4

This Rider is incorporated into the Contract documents. In the event of a conflict with the original Contract documents, this Rider governs.

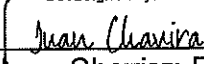
CHANGES TO PROJECT MANUAL

1. Revision to Document 00495 Post-Bid Procedures

- a. Section 3.B Definitions
 - i. Monitoring Authority for Davis-Bacon and Related Acts (DBRA) will be Houston Public Works
- b. Section 4.A Requirements of Bidder
 - i. Adding both Highway and Heavy Wage Scale Documents as requirements
- c. Section 4.C Requirements of Bidder
 - i. Adding Housing and Community Development as the Monitoring Authority for Section 3, Pay or Play, MWSBE, and Equal Employment documents

END OF RIDER NO. 2

DATED: 10/8/2021

DocuSigned by:

Juan Chavira, P.E., PMP, CEM
Assistant Director
Capital Projects

DATED: October 6th, 2021


Contractor: DL Glover, Inc.



**CITY OF HOUSTON
HOUSTON PUBLIC WORKS**

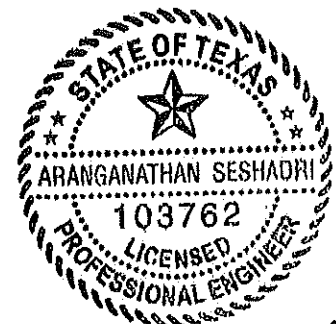
**PROJECT MANUAL
DR15 SWAT 4A NORTHSIDE/NORTHLINE
DRAINAGE AND PAVING IMPROVEMENTS
WBS No. M-420HUD-004A-4**

VOLUME 1 of 1

Divisions 00 through 16

August 2020

HR Green, Inc.
11011 Richmond Avenue, Suite 200
Houston, Texas 77042
713.965.9996
TBPE Firm No. F-11278



A. Aranganathan
8/31/2020

Document 00010

TABLE OF CONTENTS

NOTE: Capitalized Specifications are included in:
<https://edocs.publicworks.houstontx.gov/engineering-and-construction/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.

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
INTRODUCTORY INFORMATION		
00010	Table of Contents.....	07-05-2020
00015	List of Drawings.....	07-05-2020
00041	List of Pre-qualified Asbestos & Lead Abatement Contractors.....	03-21-2012
BIDDING REQUIREMENTS		
INSTRUCTIONS TO BIDDERS		
00200	Instructions to Bidders.....	08-01-2015
00210	Supplementary Instructions to Bidders.....	02-01-2017
00220	Request for Bid Information.....	06-11-2004
INFORMATION AVAILABLE TO BIDDERS		
00330	Existing Conditions.....	04-30-2004
00340	Environmental Information	09-14-2005
BID FORMS AND SUPPLEMENTS		
00410	Bid Form, Part A.....	02-01-2017
00410	Bid Form, Part B.....	08-31-2020
00430	Bidder's Bond (For filing; Example Form)	02-01-2004
00450	Bidder's Statement of SMWBE Status	07-01-2013
00454	Affidavit of Non-interest.....	02-01-2004
00455	Affidavit of Ownership or Control.....	12-15-2016
00457	Conflict of Interest Questionnaire.....	02-28-2006
00460	Pay or Play Acknowledgement Form (POP-1)	07-03-2012
00470	Bidder's MWSBE Participation Plan.....	01-20-2017
00471	Pre-Bid Good Faith Efforts	08-01-2015
00472	Bidder's MWSBE Goal Deviation Request.....	08-01-2015

POST-BID PROCEDURES

00495 Post-bid Procedures..... 03-23-2017

CONTRACTING REQUIREMENTS

AGREEMENT

00501 Resolution of Contractor..... 02-01-2010
00520 Agreement..... 05-05-2017
00570 Contractor's Revised MWSBE Participation Plan..... 08-01-2013
00571 Record of Post-Award Good Faith Efforts 08-01-2013
00572 Contractor's Request for Plan Deviation 08-01-2013

BONDS AND CERTIFICATES

00600 List of Proposed Subcontractors and Suppliers 07-01-2013
00601 Drug Policy Compliance Agreement 02-01-2004
00602 Contractor's Drug Free Workplace Policy (For filing)
00604 History of OSHA Actions and List of On-the-job Injuries 02-01-2004
00605 List of Safety Impact Positions 02-01-2004
00606 Contractor's Certification of No Safety Impact Positions in Performance of a
City Contract 02-01-2004
00607 Certification Regarding Debarment, Suspension, and Other
Responsibility Matters 02-01-2004
00610 Performance Bond 05-17-2005
00611 Statutory Payment Bond 05-17-2005
00612 One-year Maintenance Bond 05-17-2005
00613 One-year Surface Correction Bond 05-17-2005
00620 Affidavit of Insurance (with attached Certificates of Insurance)..... 02-01-2004
00622 Names and Qualifications of Proposed Superintendent (For filing)
00624 Affidavit of Compliance with Affirmative Action Program..... 03-23-2017
00630 Certification of Compliance with Pay or Play Program (POP-2) 07-03-2012
00631 City of Houston Pay or Play Program – List of Participating
Subcontractors 07-03-2012
00633 Certification by Proposed Material Suppliers, Lessors, and Professional
Service Providers Regarding Equal Employment Opportunity 07-11-2016
00636 Certificate of Interested Parties 10-05-2010
00642 Monthly Subcontractor Payment Reporting Form 02-01-2010
00646 Payment Notification Explanation of Withholding 02-01-2010

GENERAL CONDITIONS

00700 General Conditions 01-01-2020

SUPPLEMENTARY CONDITIONS

00800H	H.U.D. Supplementary Conditions	01-01-2020
00805	Equal Employment Opportunity Program Requirements.....	03-01-2016
00808	Requirements for the City of Houston Program for Minority, Women and Small Business Enterprises (MWSBE), and Persons with Disabilities Business Enterprises (PDBE)	07-01-2016
00810	Federal Wage Rate - Highway	02-01-2005
00812	Wage Scale for Heavy Construction (Federal).....	02-01-2020
00840	Pay or Play Program	07-03-2012

ADDENDA AND MODIFICATIONS

00910	Addendum.....	02-01-2004
00911	Notice of Addendum.....	02-01-2004
00931	Request for Information.....	02-01-2004

HOUSING AND URBAN DEVELOPMENT (HUD) CONTRACT DOCUMENTS

Federal Labor Standards Provisions, Minority Women and Small Business Enterprises
and Section 3 Regulations

Letter of Intent – To perform as a Section 3 Business Concern

Compliance Forms – MWSBE and Section 3

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01110	SUMMARY OF WORK.....	08-30-2020
01145	USE OF PREMISES	01-01-2011
01255	CHANGE ORDER PROCEDURES.....	08-01-2003
01270	MEASUREMENT AND PAYMENT	08-01-2003
01292	SCHEDULE OF VALUES.....	08-01-2003
01312	COORDINATION AND MEETINGS	08-01-2003
01321	CONSTRUCTION PHOTOGRAPHS	08-01-2003
01325	CONSTRUCTION SCHEDULE	08-01-2003
01326	CONSTRUCTION SCHEDULE (BAR CHART).....	08-01-2003
01330	SUBMITTAL PROCEDURES.....	08-01-2003
01340	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.....	08-01-2003
01351	ENVIRONMENTAL SAFETY AND WORKER PROTECTION	01-01-2011
01410	TPDES REQUIREMENTS (WITH ATTACHMENTS)	04-01-2018
01422	REFERENCE STANDARDS	08-01-2003

TABLE OF CONTENTS

01450	CONTRACTOR'S QUALITY CONTROL	08-01-2003
01452	INSPECTION SERVICES	08-01-2003
01454	TESTING LABORATORY SERVICES	08-01-2003
01502	MOBILIZATION	08-01-2008
01504	TEMPORARY FACILITIES AND CONTROLS	01-01-2011
01506	DIVERSION PUMPING.....	08-01-2003
01520	TEMPORARY FIELD OFFICE	02-08-2012
01554	TRAFFIC CONTROL AND STREET SIGNS.....	07-01-2012
01555	TRAFFIC CONTROL AND REGULATION.....	01-01-2011
01562	TREE AND PLANT PROTECTION	01-01-2011
01562S	TREE AND PLANT PROTECTION (SUPPLEMENTARY)	01-24-2020
01570	STORM WATER POLLUTION CONTROL.....	01-26-2012
01575	STABILIZED CONSTRUCTION ACCESS	02-01-2011
01576	WASTE MATERIAL DISPOSAL.....	08-01-2003
01578	CONTROL OF GROUND AND SURFACE WATER	07-01-2017
01580	PROJECT IDENTIFICATION SIGNS	08-01-2003
01581	EXCAVATION IN PUBLIC WAY PERMIT SIGNS.....	08-01-2003
01610	BASIC PRODUCT REQUIREMENTS.....	01-01-2011
01630	PRODUCT SUBSTITUTION PROCEDURES	08-01-2003
01725	FIELD SURVEYING	01-01-2011
01731	CUTTING AND PATCHING	01-01-2011
01732	PROCEDURE FOR WATER VALVE ASSISTANCE (WITH ATTACHMENTS).....	08-01-2003
01740	SITE RESTORATION	08-01-2003
01755	STARTING SYSTEMS.....	08-01-2003
01770	CLOSEOUT PROCEDURES	08-01-2003
01782	OPERATIONS AND MAINTENANCE DATA.....	08-01-2003
01785	PROJECT RECORD DOCUMENTS.....	08-01-2003

DIVISION 2 - SITE WORK

02081	CAST-IN-PLACE CONCRETE MANHOLES	
02082	PRECAST CONCRETE MANHOLES	
02085	VALVE BOXES, METER BOXES, AND METER VAULTS	
02086	ADJUSTING MANHOLES, INLETS, AND VALVE BOXES TO GRADE	
02090	FRAMES, GRATES, RINGS, AND COVERS	
02091	NON METALLIC FRAMES, GRATES, RINGS AND COVERS	
02136	WASTE MATERIAL HANDLING, TESTING AND DISPOSAL	
*02221	REMOVING EXISTING PAVEMENTS AND STRUCTURES	
02221S	SUPPLEMENT REMOVING EXISTING PAVEMENTS AND STRUCTURES.....	10-24-2012
02222	ABANDONMENT OF SEWERS	
02233	CLEARING AND GRUBBING	
02260	TRENCH SAFETY SYSTEM	
*02315	ROADWAY EXCAVATION	

02315S	SUPPLEMENTAL ROADWAY EXCAVATION.....	04-10-2014
02316	EXCAVATION AND BACKFILL FOR STRUCTURES	
02317	EXCAVATION AND BACKFILL FOR UTILITIES	
*02318	EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL	
02318S	SUPPLEMENT EXCAVATION AND BACKFILL FOR UTILITIES....	08-16-2013
02319	BORROW	
02320	UTILITY BACKFILL MATERIALS	
*02321	CEMENT STABILIZED SAND	
02321S	CEMENT STABILIZED SAND.....	08-16-2013
02322	FLOWABLE FILL	
02330	EMBANKMENT	
02501	DUCTILE IRON PIPE AND FITTINGS	
02502	STEEL PIPE AND FITTINGS	
02503	COPPER TUBING	
02504	CENTRIFUGALLY CAST FIBERGLASS PIPE	
02505	HIGH DENSITY POLYETHYLENE (HDPE) SOLID AND PROFILE WALL PIPE	
02506	POLYVINYL CHLORIDE PIPE	
*02511	WATER LINES	
02511S	STANDARD SUPPLEMENT WATER LINES.....	10-24-2012
02512	WATER TAP AND SERVICE LINE INSTALLATION	
*02513	WET CONNECTIONS	
02513S	SUPPLEMENT WET CONNECTIONS.....	10-24-2012
02514	DISINFECTION OF WATER LINES	
02515	HYDROSTATIC TESTING OF PIPELINES	
02516	CUT, PLUG, AND ABANDONMENT OF WATER LINES	
02520	FIRE HYDRANTS	
02521	GATE VALVES	
*02525	TAPPING SLEEVES AND VALVES	
02525S	SUPPLEMENT TAPPING SLEEVES AND VALVES.....	10-24-2013
02526	WATER METERS	
02531	GRAVITY SANITARY SEWERS	
02533	ACCEPTANCE TESTING FOR SANITARY SEWERS	
02534	SANITARY SEWER SERVICE STUBS OR RECONNECTIONS	
02550	SLIPLINING SANITARY SEWERS	
02551	SANITARY SEWER RENEWAL BY SPIN CAST PIPE LINING METHOD	
02553	POINT REPAIR AND OBSTRUCTION REMOVALS	
02555	MANHOLE REHABILITATION	
02558	CLEANING AND TELEVISION EXPECTATION	
02571	PIPE BURSTING/CRUSHING SANITARY SEWER	
02581	STREET LIGHTING CONDUIT	
02611	REINFORCED CONCRETE PIPE	
02612	PRECAST REINFORCED CONCRETE BOX SEWERS	

02621	GEOTEXTILE	
02631	STORM SEWERS	
02633	PRECAST CONCRETE INLETS, HEADWALLS, AND WINGWALLS	
02711	HOT MIX ASPHALT BASE COURSE	
02712	CEMENT STABILIZED BASE COURSE	
02714	FLEXIBLE BASE COURSE FOR TEMPORARY DRIVEWAYS	
02741	ASPHALTIC CONCRETE PAVEMENT	
02742	PRIME COAT	
02743	TACK COAT	
02751	CONCRETE PAVING	
02752	CONCRETE PAVEMENT JOINTS	
02752S	SUPPLEMENT SAW CUTTING.....	12-30-2009
02753	CONCRETE PAVEMENT CURING	
02754	CONCRETE DRIVEWAYS	
02764	RAISED PAVEMENT MARKERS	
02767	THERMOPLASTIC PAVEMENT MARKINGS	
02768	EPOXY PAVEMENT MARKINGS	
02775	CONCRETE SIDEWALKS	
02811	LANDSCAPE IRRIGATION	
02911	TOPSOIL	
02912	TREE, PLANT, AND HARDSCAPE PROTECTION	
02915	TREE PLANTING	
02921	HYDROMULCH SEEDING	
02922	SODDING	
02951	PAVEMENT REPAIR AND RESTORATION	
02960	MILLING PAVEMENT	

DIVISION 3 – CONCRETE

03315 CONCRETE FOR UTILITY CONSTRUCTION

DIVISION 4 - MORTAR

DIVISION 5 - METALS

DIVISION 6 - WOOD AND PLASTICS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

DIVISION 8 - DOORS AND WINDOWS

DIVISION 9 - FINISHES

DIVISION 10 - SPECIALTIES

DIVISION 11 – EQUIPMENT

DIVISION 12 - FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - CONVEYING SYSTEMS

DIVISION 15 – MECHANICAL

DIVISION 16 – ELECTRICAL

APPENDIX

Phase I Environmental Site Assessment Northside Northline Area Drainage and Paving Improvements, June 27, 2017 (On CD)

Drainage Report - Northside Northline Area Drainage and Paving Improvements, July 24, 2020 (On CD)

END OF DOCUMENT

Document 00015

LIST OF DRAWINGS

Sheet Number	Sheet Title
GENERAL	
1	COVER SHEET
2	INDEX SHEET
3	PROJECT LEGEND, ABBREVIATION, AND HCFCN NOTES
4	GENERAL NOTES & UTILITY NOTES
5	OVERALL LAYOUT SHEET 1
6	OVERALL LAYOUT SHEET 2
SURVEY SHEETS	
7	SURVEY CONTROL MAP (SHEET 1 OF 10)
8	SURVEY CONTROL MAP (SHEET 2 OF 10)
9	SURVEY CONTROL MAP (SHEET 3 OF 10)
10	SURVEY CONTROL MAP (SHEET 4 OF 10)
11	SURVEY CONTROL MAP (SHEET 5 OF 10)
12	SURVEY CONTROL MAP (SHEET 6 OF 10)
13	SURVEY CONTROL MAP (SHEET 7 OF 10)
14	SURVEY CONTROL MAP (SHEET 8 OF 10)
15	SURVEY CONTROL MAP (SHEET 9 OF 10)
16	SURVEY CONTROL MAP (SHEET 10 OF 10)
17	SWING TIES (SHEET 1 OF 11)
18	SWING TIES (SHEET 2 OF 11)
19	SWING TIES (SHEET 3 OF 11)
20	SWING TIES (SHEET 4 OF 11)
21	SWING TIES (SHEET 5 OF 11)
22	SWING TIES (SHEET 6 OF 11)
23	SWING TIES (SHEET 7 OF 11)
24	SWING TIES (SHEET 8 OF 11)
25	SWING TIES (SHEET 9 OF 11)
26	SWING TIES (SHEET 10 OF 11)
26A	SWING TIES (SHEET 11 OF 11)
TYPICAL SECTION	
27	TYPICAL SECTION SHEET 1 OF 2

Sheet Number	Sheet Title
28	TYPICAL SECTION SHEET 2 OF 4
28A	TYPICAL SECTION SHEET 3 OF 4
28B	TYPICAL SECTION SHEET 4 OF 4
29	PROP DITCH OFFSET AT DRIVEWAYS
30	PROP DITCH OFFSET FOR POWER POLES AND STREET LIGHT POLES
31	PROPOSED DITCH OFFSET FOR EXISTING FIRE HYDRANTS
DRAINAGE AREA MAPS	
32	PROPOSED DRAINAGE AREA MAP SHEET 1 OF 8
33	PROPOSED DRAINAGE AREA MAP SHEET 2 OF 8
34	PROPOSED DRAINAGE AREA MAP SHEET 3 OF 8
35	PROPOSED DRAINAGE AREA MAP SHEET 4 OF 8
36	PROPOSED DRAINAGE AREA MAP SHEET 5 OF 8
37	PROPOSED DRAINAGE AREA MAP SHEET 6 OF 8
38	PROPOSED DRAINAGE AREA MAP SHEET 7 OF 8
39	PROPOSED DRAINAGE AREA MAP SHEET 8 OF 8
PLAN & PROFILE SHEETS	
40	LUTHER STREET STA 100+00 TO 105+00
41	LUTHER STREET STA. 105+00 TO 3+00
42	LUTHER STREET STA. 3+00 TO 6+00
43	LUTHER STREET STA. 6+00 TO 11+00
44	LUTHER STREET STA. 11+00 TO 16+00
45	LUTHER STREET STA. 16+00 TO 20+00
46	LUTHER STREET STA. 20+00 TO 22+00
47	BURBANK STREET STA 100+00 TO 105+00
48	BURBANK STREET STA 105+00 TO 108+00
49	BURBANK STREET STA. 0+00 TO 5+00
50	BURBANK STREET STA. 5+00 TO 10+00
51	BURBANK STREET STA 25+00 TO 30+00
52	BURBANK STREET STA 30+00 TO 33+90
53	LUETTA STREET STA 1+00 TO 5+00
54	LUETTA STREET STA. 5+00 TO 10+00
55	LUETTA STREET STA. 10+00 TO 15+00
56	LUETTA STREET STA 15+00 TO 21+50
57	LUETTA STREET STA 21+50 TO 24+00

Sheet Number	Sheet Title
58	LUETTA STREET STA 24+00 TO 25+70
59	HEANEY DRIVE STA 1+00 TO 5+00
60	HEANEY DRIVE STA 5+00 TO 7+90
61	BRIARCLIFF DRIVE STA 1+00 TO 5+00
62	BRIARCLIFF DRIVE STA 5+00 TO 10+00
63	BRIARCLIFF DRIVE STA 10+00 TO 12+50
64	DIPPING LANE STA 100+00 TO 105+00
65	DIPPING LANE STA 105+00 TO 110+00
66	DIPPING LANE STA 110+00 TO 113+00
67	DIPPING LANE STA 113+00 TO 2+00
68	DIPPING LANE STA. 2+00 TO 7+00
69	DIPPING LANE STA. 7+00 TO 12+00
70	DIPPING LANE STA. 12+00 TO 17+00
71	DIPPING LANE STA. 17+00 TO 22+00
72	DIPPING LANE STA. 22+00 TO 26+00
73	DIPPING LANE STA 26+00 TO 31+00
74	DIPPING LANE STA 31+00 TO 35+00
75	DIPPING LANE STA 35+00 TO 37+50
76	HANKLA DRIVE STA 100+00 TO 103+00
77	HANKLA DRIVE STA 103+00 TO 106+00
78	HANKLA DRIVE STA 0+00 TO 5+00
79	HANKLA DRIVE STA 5+00 TO 9+00
80	INNSDALE DRIVE STA. 1+00 TO 5+00
81	INNSDALE DRIVE STA. 5+00 TO 10+00
82	INNSDALE DRIVE STA. 10+00 TO 13+67
83	ANNETTE LANE STA 100+00 TO 104+00
84	ANNETTE LANE STA 103+00 TO 2+00
85	ANNETTE LANE STA. 2+00 TO 5+00
86	ANNETTE LANE STA. 5+00 TO 10+00
87	ANNETTE LANE STA. 10+00 TO 14+00
88	TURNER STREET STA 100+00 TO 103+00
89	TURNER STREET STA 103+00 TO 107+60
90	TURNER STREET STA. 0+00 TO 5+00
91	TURNER STREET STA. 5+00 TO 10+00
92	TURNER STREET STA. 10+00 TO 15+00

Sheet Number	Sheet Title
93	TURNER STREET STA. 15+00 TO 20+00
94	TURNER STREET STA. 20+00 TO 24+00
95	TURNER STREET STA. 24+00 TO 28+00
96	TURNER STREET STA 28+00 TO 32+00
97	TURNER STREET STA 32+00 TO 36+00
98	TURNER STREET STA 36+00 TO 38+70
99	HARKNESS STREET STA 100+00 TO 104+93
100	HARKNESS STREET STA. 0+00 TO 5+00
101	HARKNESS STREET STA. 5+00 TO 10+00
102	HARKNESS STREET STA. 10+00 TO 15+00
103	HARKNESS STREET STA. 15+00 TO 20+00
104	HARKNESS STREET STA. 20+00 TO 24+00
105	HARKNESS STREET STA. 24+00 TO 29+00
106	HARKNESS STREET STA 29+00 TO 33+00
107	HARKNESS STREET STA 33+00 TO 36+00
108	HARKNESS STREET STA 36+00 TO 38+81
109	KEEL STREET STA 100+00 TO 103+80
110	KEEL STREET STA. 0+00 TO 5+00
111	KEEL STREET STA. 5+00 TO 10+00
112	KEEL STREET STA. 10+00 TO 15+00
113	KEEL STREET STA. 15+00 TO 20+00
114	KEEL STREET STA. 20+00 TO 24+00
115	KEEL STREET STA. 24+00 TO 26+00
116	TALLANT STREET STA. 0+00 TO 5+00
117	TALLANT STREET STA. 5+00 TO 10+00
118	TALLANT STREET STA. 10+00 TO 15+00
119	TALLANT STREET STA. 15+00 TO 20+00
120	TALLANT STREET STA. 20+00 TO 24+00
121	TALLANT STREET STA. 24+00 TO 26+00
122	TALLANT STREET STA 100+00 TO 104+40
123	TALLANT STREET STA 500+00 TO 505+00
124	TALLANT STREET STA 505+00 TO 508+30
125	ROBMORE STREET STA. 0+00 TO 5+00
126	ROBMORE STREET STA. 5+00 TO 10+00
127	ROBMORE STREET STA. 10+00 TO 15+00

Sheet Number	Sheet Title
128	ROBMORE STREET STA. 15+00 TO 20+00
129	ROBMORE STREET STA. 20+00 TO 24+00
130	ROBMORE STREET STA. 24+00 TO 29+00
131	ROBMORE STREET STA 29+00 TO 34+00
132	ROBMORE STREET STA 34+00 TO 37+00
133	ROBMORE STREET STA 37+00 TO 38+96
134	SOREN LANE STA 100+00 TO 104+00
135	SOREN LANE STA 104+00 TO 1+00
136	SOREN LANE STA. 1+00 TO 6+00
137	SOREN LANE STA. 6+00 TO 11+00
138	SOREN LANE STA. 11+00 TO 16+00
139	SOREN LANE STA. 16+00 TO 21+00
140	SOREN LANE STA. 21+00 TO 25+00
141	SOREN LANE STA 25+00 TO 30+00
142	SOREN LANE STA 30+00 TO 35+00
143	SOREN LANE STA 35+00 TO 38+00
144	SOREN LANE STA 38+00 TO 40+40
145	SALERNO LANE STA 1+00 TO 5+00
146	SALERNO LANE STA 5+00 TO 9+60
147	TREASURE DRIVE STA. 1+00 TO 5+00
148	TREASURE DRIVE STA. 5+00 TO 10+00
149	TREASURE DRIVE STA. 10+00 TO 15+00
150	TREASURE DRIVE STA. 15+00 TO 20+00
151	TREASURE DRIVE STA. 20+00 TO 25+00
152	TREASURE DRIVE STA. 25+00 TO 27+00
153	SUNNYSIDE STREET STA 100+00 TO 103+00
154	SUNNYSIDE STREET STA 103+00 TO 107+00
155	SUNNYSIDE STREET STA 107+00 TO 112+00
156	SUNNYSIDE STREET STA 112+00 TO 2+00
157	SUNNYSIDE STREET STA. 2+00 TO 5+00
158	SUNNYSIDE STREET STA. 5+00 TO 10+00
159	SUNNYSIDE STREET STA. 10+00 TO 15+00
160	SUNNYSIDE STREET STA. 15+00 TO 20+00
161	SUNNYSIDE STREET STA. 20+00 TO 23+00
162	SUNNYSIDE STREET STA. 23+00 TO 27+00

Sheet Number	Sheet Title
163	SUNNYSIDE STREET STA 27+00 TO 32+00
164	SUNNYSIDE STREET STA 32+00 TO 36+00
165	SUNNYSIDE STREET STA 36+00 TO 38+31
166	CONNIE STREET STA. 0+00 TO 5+00
167	CONNIE STREET STA. 5+00 TO 10+00
168	CONNIE STREET STA. 10+00 TO 13+00
169	WELLINGTON STREET STA 100+00 TO 104+00
170	WELLINGTON STREET STA 104+00 TO 109+00
171	WELLINGTON STREET STA 109+00 TO 2+00
172	WELLINGTON STREET STA 2+00 TO 5+00
173	WELLINGTON STREET STA. 5+00 TO 10+00
174	WELLINGTON STREET STA. 10+00 TO 15+00
175	WELLINGTON STREET STA. 15+00 TO 20+00
176	WELLINGTON STREET STA. 20+00 TO 23+00
177	WELLINGTON STREET STA. 23+00 TO 28+00
178	WELLINGTON STREET STA 28+00 TO 33+00
179	WELLINGTON STREET STA 33+00 TO 37+00
180	WELLINGTON STREET STA 37+00 TO 38+97
181	O DONNELL DRIVE STA 1+00 TO 5+00
182	O DONNELL DRIVE STA 5+00 TO 10+00
183	O DONNELL DRIVE STA 10+00 TO 14+00
184	O DONNELL DRIVE STA 14+00 TO 18+00
185	O DONNELL DRIVE STA 18+00 TO 22+00
186	O DONNELL DRIVE STA 22+00 TO 26+00
187	O DONNELL DRIVE STA 26+00 TO 30+00
188	SANTONE LANE STA 1+00 TO 5+00
189	SANTONE LANE STA 5+00 TO 6+30
190	TEBO STREET STA 1+00 TO 5+13
191	MARYDEL STREET STA 1+00 TO 5+00
192	MARYDEL STREET STA 5+00 TO 7+69
193	HIGHLAWN STREET STA 1+00 TO 5+00
194	HIGHLAWN STREET STA 5+00 TO 7+60
195	ATWOOD STREET STA 1+00 TO 4+00
196	ATWOOD STREET STA 4+00 TO 6+20
197	ACOMA DRIVE STA 1+00 TO 3+93

Sheet Number	Sheet Title
198	LAZY NOOK STREET STA 1+00 TO 3+93
STANDARD DETAILS	
199	STREET CUT PAVEMENT REPLACEMENT
200	PAVING AND STORM DETAILS SHEET 1
201	PAVING AND STORM DETAILS SHEET 2
202	PAVING AND STORM DETAILS SHEET 3
203	WATER DETAIL SHEET 1
204	WATER DETAIL SHEET 2
205	WATER DETAIL SHEET 3
206	SANITARY SEWER DETAILS SHEET 1
207	SANITARY SEWER DETAILS SHEET 2
208	CONSTRUCTION SIGN
TRAFFIC CONTROL PLANS	
209	CONSTRUCTION PHASING 1
210	CONSTRUCTION PHASING 2
211	TCP NOTES CHANNELIZING DEVICES AND BARRICADES
212	TCP OVERALL TRAFFIC CONTROL LAYOUT
213	TRAFFIC CONTROL LAYOUT
214	TCP ONE LANE CLOSURE PHASE 1 & 2
215	TCP ONE LANE CLOSURE
216	TCP TYPICAL 3-WAY INTERSECTION PHASE 1 OF 3
217	TCP TYPICAL 3-WAY INTERSECTION PHASE 2 OF 3
218	TCP TYPICAL 3-WAY INTERSECTION PHASE 3 OF 3
219	TCP 4-WAY INTERSECTION PHASE 1 OF 4
220	TCP 4-WAY INTERSECTION PHASE 2 OF 4
221	TCP 4-WAY INTERSECTION PHASE 3 OF 4
222	TCP 4-WAY INTERSECTION PHASE 4 OF 4
SWPPP	
223	SWPPP SHEET 1 OF 8
224	SWPPP SHEET 2 OF 8
225	SWPPP SHEET 3 OF 8
226	SWPPP SHEET 4 OF 8
227	SWPPP SHEET 5 OF 8
228	SWPPP SHEET 6 OF 8
229	SWPPP SHEET 7 OF 8

Sheet Number	Sheet Title
230	SWPPP SHEET 8 OF 8
231	SWPPP DETAIL SHEET
TREE PROTECTION	
232	TREE PROTECTION - TYPICAL
233	TREE PROTECTION PLAN SHEET 1 OF 40
234	TREE PROTECTION PLAN SHEET 2 OF 40
235	TREE PROTECTION PLAN SHEET 3 OF 40
236	TREE PROTECTION PLAN SHEET 4 OF 40
237	TREE PROTECTION PLAN SHEET 5 OF 40
238	TREE PROTECTION PLAN SHEET 6 OF 40
239	TREE PROTECTION PLAN SHEET 7 OF 40
240	TREE PROTECTION PLAN SHEET 8 OF 40
241	TREE PROTECTION PLAN SHEET 9 OF 40
242	TREE PROTECTION PLAN SHEET 10 OF 40
243	TREE PROTECTION PLAN SHEET 11 OF 40
244	TREE PROTECTION PLAN SHEET 12 OF 40
245	TREE PROTECTION PLAN SHEET 13 OF 40
246	TREE PROTECTION PLAN SHEET 14 OF 40
247	TREE PROTECTION PLAN SHEET 15 OF 40
248	TREE PROTECTION PLAN SHEET 16 OF 40
249	TREE PROTECTION PLAN SHEET 17 OF 40
250	TREE PROTECTION PLAN SHEET 18 OF 40
251	TREE PROTECTION PLAN SHEET 19 OF 40
252	TREE PROTECTION PLAN SHEET 20 OF 40
253	TREE PROTECTION PLAN SHEET 21 OF 40
254	TREE PROTECTION PLAN SHEET 22 OF 40
255	TREE PROTECTION PLAN SHEET 23 OF 40
256	TREE PROTECTION PLAN SHEET 24 OF 40
257	TREE PROTECTION PLAN SHEET 25 OF 40
258	TREE PROTECTION PLAN SHEET 26 OF 40
259	TREE PROTECTION PLAN SHEET 27 OF 40
260	TREE PROTECTION PLAN SHEET 28 OF 40
261	TREE PROTECTION PLAN SHEET 29 OF 40
262	TREE PROTECTION PLAN SHEET 30 OF 40
263	TREE PROTECTION PLAN SHEET 31 OF 40

Sheet Number	Sheet Title
264	TREE PROTECTION PLAN SHEET 32 OF 40
264A	TREE PROTECTION PLAN SHEET 33 OF 40
264B	TREE PROTECTION PLAN SHEET 34 OF 40
264C	TREE PROTECTION PLAN SHEET 35 OF 40
264D	TREE PROTECTION PLAN SHEET 36 OF 40
264E	TREE PROTECTION PLAN SHEET 37 OF 40
264F	TREE PROTECTION PLAN SHEET 38 OF 40
264G	TREE PROTECTION PLAN SHEET 39 OF 40
264H	TREE PROTECTION PLAN SHEET 40 OF 40

END OF DOCUMENT

**HOUSING AND URBAN
DEVELOPMENT (HUD) CONTRACT
DOCUMENTS**

**FEDERAL REGULATIONS
COMPLIANCE PACKET**

CITY OF HOUSTON

HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT

2100 Travis Street | 9th floor | Houston, TX 77002 | 832.394.6200

- **Federal Labor Standards Provisions**
- **Minority, Women & Small Business Enterprises (MWSBE)**
- **Pay Or Play Program**
- **Section 3 Program**



www.houstontx.gov/housing

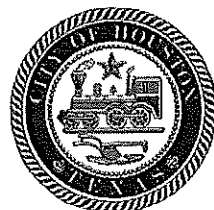


Table of Contents

FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)	2
CITY OF HOUSTON’S CODE OF ORDINANCE ARTICLE V. MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES REGULATION.....	7
SECTION 3 REGULATION	18
PAY OR PLAY REGULATION.....	37

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

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

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

CITY OF HOUSTON'S CODE OF ORDINANCE ARTICLE V. MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES

Sec. 15-81. - Declaration of policy.

- (a) It is the policy of the city to stimulate the growth of local minority, women and small business enterprises by encouraging the full participation of these business enterprises in various phases of city contracting, as set forth in this article. The purposes and objectives of this article are:
- (1) To promote equal opportunity for participation amongst local minority, women and small business enterprises in all phases of city contracting;
 - (2) To increase the utilization of such local firms in providing certain goods and services;
 - (3) To provide opportunities to broaden and enhance local firms' ranges of capacities; and
 - (4) To increase opportunities for such local firms to serve as contractors, in addition to acting as subcontractors to others, where applicable, in an effort to remedy discriminatory practices and eliminate statistical disparities in city contracting.
- (b) This article is intended to be remedial in nature and to continue only until its purposes and objectives are achieved. At least every five years the city shall make its best efforts to initiate a review of its minority and women business enterprise program, the results of which shall be provided to city council, who shall determine, upon its receipt of recommendations and the consideration of other relevant information from the OBO director, whether there is strong statistical and anecdotal evidence of discrimination against minority and women business enterprises in city contracting warranting the continuation of a race and gender conscious minority and women business enterprise program.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-82. - Definitions.

The following words and phrases, when used in this article and in article VI of this chapter, shall have the meanings provided in this section, unless the context clearly indicates another meaning. For the purpose of these definitions, the singular shall also include the plural, and the plural shall also include the singular.

Bidder means any person or legal entity which submits a bid or proposal to provide labor, goods or services to the city by contract for profit.

Commercially useful function means a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the MWSBE by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the MWSBE is responsible. In determining whether a MWSBE is performing a commercially useful function, factors including but not limited to the following shall be considered: (1) whether it has the skill and expertise to perform the work for which it is being utilized and possesses all the necessary licenses; (2) whether it is in the business of performing, managing or supervising the work for which it has been certified and is being utilized; and (3) whether it is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract. MWSBEs shall be responsible for performing more than fifty percent of the task or group of tasks being counted toward the applicable participation goal unless subcontracting such task or group of tasks in excess of fifty percent has been expressly authorized via a waiver by the OBO director.

Contractor means any person or legal entity providing goods, labor, or services to the city by contract for profit.

Established business enterprise means a MWSBE or any business applying for certification as a MWSBE that, by virtue of its size meets or exceeds the standards promulgated by the U.S. Small Business

Administration for that category of business, as determined by the procedures described in section 15-87(a) of this Code.

Goal-oriented contract means any contract, agreement or other undertaking anticipated for construction work in excess of \$1,000,000.00 and for the supply of goods or nonpersonal or nonprofessional services in excess of \$100,000.00:

- a. For which competitive bids are required by law;
- b. Which is not within the scope of the disadvantaged business enterprise programs of the United States Environmental Protection Agency or the United States Department of Transportation or any other federal or state agency having jurisdiction; and
- c. That the initiating city department, in consultation with the OBO director, determines has significant subcontracting potential in fields in which there are adequate numbers of known MWSBEs to compete for and perform the subcontract service(s).

Good faith efforts shall refer to steps taken to achieve a MWSBE goal or other requirements which, by their scope, intensity and usefulness demonstrate a bidder's responsiveness to fulfill the business opportunity objective prior to the award of a contract and a contractor's responsibility to put forth measures to meet or exceed a MWSBE goal throughout the duration of the contract.

Joint venture means an association of a MWSBE and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MWSBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Local firm, local MWSBE, or locally based when describing a firm or entity seeking certification means a sole proprietorship, partnership, corporation or any other business entity with a significant business presence in the Houston-Sugar Land-Baytown metropolitan statistical area, as defined by the Office of Management and Budget within the Executive Office of the President of the United States. A significant business presence includes the requirement that a MWSBE have an established place of business in the Houston-Sugar Land-Baytown metropolitan statistical area at which one or more of its employees is regularly based and that such place of business has a substantial role in the MWSBE's performance of a commercially useful function.

MWSBE means, collectively, MBEs, WBEs, and SBEs.

Minority business enterprise or *MBE* means a business which is:

- a. A sole proprietorship in which the owner is a minority person who owns, controls and manages the business; or
- b. A corporation in which at least 51 percent of the stock or of the assets of such corporation is owned, controlled and managed by one or more minority persons; or
- c. A partnership in which at least 51 percent of the assets of such partnership is owned, controlled and managed by one or more minority persons; or
- d. Any other business or professional entity in which at least 51 percent of the assets in such business or professional entity is owned, controlled and managed by one or more minority persons; or
- e. Any entity in which at least 51 percent of the assets of such entity is owned, controlled and managed by one or more minority persons and one or more women and such minority person; or
- f. A business which has been certified as an MBE by the office of business opportunity under any other recognized MBE program.

Minority person means a citizen or legal resident alien of the United States who is:

- a. Black American, which includes persons having origins in any of the black racial groups of Africa;
- b. Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

- c. Asian-Pacific American, which includes persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, the Federated States of Micronesia, or Hong Kong, or the region generally known as the Far East;
- d. Native American, which includes persons having origins in any of the original peoples of North America, American Indian, Eskimo, Aleut, Native Hawaiian; or
- e. Subcontinent Asian American, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.

Origin or descent can be regarded as the ancestry, nationality group, lineage or country in which the person or persons' parents or ancestors were born before their arrival in the United States.

Owned, controlled and managed means that the one or more minority persons or women who own the requisite interests in or assets of a business applying for minority or women business enterprise certification possesses equivalent incidents of such ownership, including an equivalent interest in profit and loss, and has contributed an equivalent percentage of capital and equipment to the business. Contributions of capital and equipment must be real and substantial. In instances where expertise is relied upon to demonstrate ownership, control, and management, it must be shown that the expertise is: (1) in a specialized field; (2) in an area critical to the firm's operation and performance of a commercially useful function; (3) critical to the firm's continued success; and (4) documented in the records of the firm, including but not limited to documentation showing the particular expertise and its value to the firm. Additionally, the individual whose expertise is relied upon must have a significant financial investment in the business. Ownership shall be measured as though not subject to the community property interest of a spouse, if both spouses certify in writing that the nonparticipating spouse relinquishes control over his or her community property interest in the subject business (but by doing so is not required to transfer to his or her spouse his or her community property ownership interest or to characterize the property as the separate property of the spouse). The one or more minority person or woman owners shall have recognized, ultimate control over all day-to-day business decisions affecting the MBE or WBE and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business.

Regulated contract means any contract, agreement or other undertaking:

- a. For which competitive bids are not required by law;
- b. That is not covered by the MBE/WBE programs of the United States Environmental Protection Agency or the United States Department of Transportation or any other federal or state agency having jurisdiction; and
- c. That the recommending city department has determined, in consultation with the director of the office of business opportunity either:
 - 1. Has significant subcontracting potential in fields in which there are sufficient known MWSBEs to perform the particular subcontract service(s); or
 - 2. Is of a type for which there are sufficient known MWSBEs which have represented their ability to perform the prime contract service to afford effective competition for the prime contract.

Small business enterprise or *SBE* means a firm whose gross revenues or number of employees, averaged over the past three years, inclusive of any affiliates as defined by 13 CFR Section 121.103, does not exceed the size standards defined in Section 3 of the Federal Small Business Act and applicable Small Business Administration regulations related to the size standards found in 13 CFR Part 121. The term shall also include a certified minority/women business enterprise defined in this Code.

Subcontractor means any business providing goods, labor or services to a contractor if such goods, labor or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the City of Houston.

Woman means a person who is a citizen or legal resident alien of the United States and who is of the female gender.

Women business enterprise or WBE means a business which is:

- a. A sole proprietorship in which the owner is a woman who owns, controls and manages the business; or
- b. A corporation in which at least 51 percent of the stock or assets of such corporation is owned, controlled and managed by one or more women; or
- c. A partnership in which at least 51 percent of the assets of such partnership is owned, controlled and managed by one or more women; or
- d. Any other business or professional entity in which at least 51 percent of the assets in such business or professional entity is owned, controlled and managed by one or more women; or
- e. Any entity in which at least 51 percent of the assets of such entity is owned, controlled and managed by one or more minority persons and one or more women; or
- f. A business which has been certified as a WBE by the office of business opportunity under any other recognized WBE program.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-83. - Program elements.

- (a) Based upon a review of annual awards and purchases by affected city departments, the office of business opportunity shall each year submit a progress report to the city council. The report shall include two percentage figures that are intended to as closely as possible represent the ratio of the prior year's measured utilization and availability of local MWSBEs to do business in:
 - (1) The supply of goods and nonpersonal or nonprofessional services; and
 - (2) The performance of personal or professional services;

to the prior year's total local business community utilization and availability to do business in each of the two named fields of city contracting.

In addition, the report shall include percentage figures that are intended to as closely as possible represent the ratio of the prior year's measured utilization and availability of local MWSBEs to do business in construction to the prior year's total local business community utilization and availability to do business in city construction contracting. The report may also include figures and other evidence of factors prescribed in Part 26, Title 49 of the Code of Federal Regulations in the year the report is made that may affect the aforementioned ratio of utilization and availability.

- (b) Based upon the measured utilization and availability and any other relevant factors prescribed in Part 26, Title 49 of the Code of Federal Regulations and identified in the report submitted pursuant to subsection (a) above, city council shall from time to time set annual city-wide percentage goals for city contracting with MWSBEs in each of the two named categories described in subsection (a)(1) and (2) above and for contracting with MWSBEs in the construction category. The adjustment, if any, in the percentage goals shall be made during the first quarter of the fiscal year.
- (c) It is the responsibility of each city department to determine which contracts initiated by it are goal-oriented contracts and which are regulated contracts. If the determination is made that a contract is a goal-oriented contract or a regulated contract, the initiating department shall review the contract and shall determine, by reference to the MWSBE register, the number of certified MWSBEs in each of the two named categories described in subsection (a)(1) and (2), above, and for construction, the number of certified MWSBEs in the construction category. The initiating department director or his or her designee shall determine whether the contract is one to which MWSBE provisions should be applied.
 - (1) These provisions are not required to be applied in the following circumstances:

- a. A public or administrative emergency exists which requires the goods or services to be provided with unusual immediacy;
- b. The service or goods requested are of such a specialized, technical or unique nature as to require the city department to be able to select its contractor without application of MWSBE provisions (such as contracts for expert witnesses, certain financial advisors or technical consultants);
- c. If application of MWSBE provisions would impose an unwarranted economic burden or risk on the city or unduly delay acquisition of the goods or services, or would otherwise not be in the best interest of the city; or
- d. If the possible MWSBE participation level based on MWSBE availability would produce negligible MWSBE participation.

If one of the above-listed conditions is determined to exist, the department director shall certify that determination in writing prior to the award of the contract, specifying the conditions which lead to the determination, and submit the determination to the OBO director for review and approval.

- (2) If the contract does not fall within one of the above-listed exceptions, based upon its overall review, the initiating department shall assign an appropriate MWSBE participation level, if any, for the contract (whether goal-oriented or regulated) considering the local availability of certified MWSBEs in the contract field.

The intention of this article is to provide administrative flexibility in the application of MWSBE provisions of this Code and in the percentage participation level on a contract-by-contract basis so as not to limit access to city contracting by nonminority-owned, nonwomen-owned or established business enterprises to a greater degree than necessary to meet the city-wide annual goal and the policies and objectives of this article.

- (d) The bidding documents and the contract documents for goal-oriented contracts for which a MWSBE participation level has been established shall contain a provision detailing the purposes and objectives of the city's MWSBE ordinance and shall incorporate by reference this article and the then-current motion or ordinance establishing MWSBE annual goals. Regulated contracts which are determined to have significant subcontracting potential for which a MWSBE participation level has been established shall contain contractual provisions (and proposal provisions if submitted for proposals or for bids) requiring the contractor to meet or exceed the determined MWSBE participation level for that contract, or to establish that it has made good-faith efforts to do so, and that notwithstanding such efforts, was unable to meet or exceed the determined participation levels. The OBO director shall establish procedures defining good-faith efforts. These procedures will be reviewed and approved by the mayor and the city attorney.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-84. - Office of business opportunity.

- (a) Applications for certification as a MWSBE and any addenda thereto shall be made on a form promulgated by the OBO director, and the requirements for certification shall be consistent with the applicable requirements set forth in subsection (b) below.
- (b) The office of business opportunity has responsibility for:
 - (1) Establishing procedures for the implementation of this article, and reviewing and approving procedures established by city departments, such procedures to be narrowly designed to attain the purposes and objectives specified herein without unduly limiting nonminority-owned or nonwoman-owned or established business enterprises. Such procedures shall be reviewed and approved by the mayor and by the city attorney prior to implementation;
 - (2) Certifying businesses as minority, small or women business enterprises and maintaining and distributing to affected city departments a current register, updated monthly, of such business (including a separate listing of such businesses whose applications for certification are pending) specifying the categories of city contracting represented by the certified MWSBEs;

- (3) Developing educational programs for and otherwise assisting (without offering favoritism in relation to the competitive bidding system) MWSBEs to compete effectively for city contracts;
- (4) Making recommendations to the mayor, city council and city departments to further the policies and objectives of this article, including but not limited to assisting city departments in setting contract-specific MWSBE goals;
- (5) Reviewing documentation from potential contractors and from contractors concerning good-faith efforts made to meet or exceed the participation level for contracts. The final recommendation to city council for award or for acceptance of work shall be the city department's, although the office of business opportunity may take exception;
- (6) Compiling a report of the progress of city departments, by department, in attaining the city-wide goals set by city council. This report shall be based upon MWSBE contractor and subcontractor information, to be specified by the office of business opportunity. Upon completion, the report is to be submitted quarterly to city council members, the mayor and all affected city department directors for their information;
- (7) Receiving and reviewing complaints and suggestions concerning the MWSBE program from contractors, MWSBEs and city departments; and
- (8) Without limiting the authority of the office of business opportunity to establish procedures that are consistent with the terms of this article, the office of business opportunity is specifically directed to promulgate and implement procedures as follows:
 - a. Grievance procedures for any person aggrieved by any decision of the office of business opportunity under this article. The procedures shall include notice and a hearing before an impartial hearing officer who shall be appointed by the mayor;
 - b. Mediation procedures for the resolution of disputes between contractors or bidders and MWSBE participants or potential participants with respect to any aspect of compliance with this article, including, without limitation, any assertion that a contractor, subcontractor, or MWSBE has failed to make good faith efforts to comply with this article;
 - c. Procedures to implement and enforce any sanctions provided under this article;
 - d. Procedures to ensure performance of work by MWSBEs, which procedures shall include: (i) a requirement that no more than 50 percent of their work may be subcontracted, without a specific waiver from the office of business opportunity for cause; (ii) a requirement that the minority person, small business or woman owner of a MWSBE have the necessary experience, expertise, credentials and regulatory authority to conduct the type of business for which the business is certified; (iii) a requirement that bidders and contractors make good faith efforts to meet or exceed contract MWSBE goals; and (iv) a requirement that MWSBEs accurately represent all material information required for certification and truly perform a commercially useful function;
 - e. Procedures for counting participation by MWSBEs as prime contractors, subcontractors, suppliers and joint venturers on city contracts, which procedures shall ensure that all work performed by MWSBEs is included in the computation of the progress made toward meeting the annual city-wide goals;
 - f. Procedures to ensure that this article is limited in its application to the certification of locally based MWSBEs;
 - g. Procedures to coordinate the operation of this article with other local MWSBE programs, which may include reliance upon certification procedures of other entities that are determined to be reliable and equivalent to this article;
 - h. Procedures to ensure access to necessary records of prime contractors and subcontractors on city contracts; and
 - i. Procedures for handling theft of services (wage theft) complaints of employees of city contractors and subcontractors.

- (c) MWSBE certification shall be valid for a period of three years from the date of certification; provided, however, all applicants certified as MWSBEs shall be subject to review on an annual basis pursuant to procedures established by the OBO director to ensure compliance with all applicable provisions of this article.
- (d) Applications for renewal of MWSBE certification shall be evaluated under the same criteria and subject to the same manner of review as original applications.
- (e) All procedures established under this section shall be reviewed and approved by the city attorney prior to implementation. A copy of all procedures hereunder shall be maintained in the office of business opportunity for inspection, and copies may be purchased at the fees prescribed by law.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-84.1. - Responsibilities of city departments; department utilization plan.

- (a) Each department director shall be accountable for the oversight and implementation of the following activities:
 - (1) Informing MWSBE organizations or associations of the department's procurement procedures and future procurement opportunities;
 - (2) Ensuring that department bid solicitations and requests for proposals are sent to MWSBEs in a timely manner;
 - (3) Referring MWSBEs to technical assistance services available from the office of business opportunity and other organizations that provide such services;
 - (4) Reviewing each request for waiver or modification of participation goals prior to its submission to the office of business opportunity for approval;
 - (5) Monitoring the department's procurement activities to ensure compliance with and progress towards the city-wide participation goals; and
 - (6) Providing the OBO director with the departmental utilization plan prescribed in subsection (b) of this section and any other documentation requested by the office of business opportunity necessary in evaluating a department's progress in achieving city-wide participation goals.
- (b) Each department that has procured goods and services in excess of three million dollars during the fiscal year ending on June 30th of the preceding calendar year shall be required to submit a departmental utilization plan for the following fiscal year commencing on July 1st. Departmental utilization plans shall be submitted on or before June 15, 2014, and not later than June 15th of each calendar year thereafter.
- (c) Each department director shall be responsible for creating, submitting, and implementing an annual departmental utilization plan that shall include, at a minimum, the following:
 - (1) The department's forecast of anticipated projects and contract specific goals for the upcoming fiscal year;
 - (2) A detailed, written explanation for any departmental goal that is not consistent with the overall city-wide goals for MWSBE participation;
 - (3) A list of the names and titles of department personnel responsible for the implementation of the departmental utilization plan;
 - (4) The methods and relevant activities proposed for achieving the department's participation goals; and
 - (5) Any other information the department director deems relevant or necessary.
- (d) Upon review by the OBO director, all departmental utilization plans shall be submitted to the mayor and city council for final approval.
- (e) A departmental utilization plan may be amended to reflect changes in the department's projected procurements, expenditures, or other relevant circumstances and resulting changes in the department's participation goals. Such amendments shall be submitted to the OBO director for review and shall be submitted to city council for final approval not less than 30 days prior to the proposed date of implementation.

- (f) Each department director shall be accountable for setting and making reasonable efforts to meet the participation goals stated its departmental utilization plan. Departments shall, at minimum, engage in outreach activities that encourage eligible businesses to apply for certification as MWSBEs and encourage MWSBEs to participate in all facets of the procurement process and compete for city contracts, including contracts awarded by negotiated acquisition and emergency and sole source contracts.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-85. - Filing of plan.

Before execution of any contract or issuance of any purchase order for which a MWSBE goal has been established, a bidder or potential contractor shall submit a plan setting forth how it intends to meet the contract MWSBE goal or documentation demonstrating its proof of good faith efforts to meet the contract MWSBE goal. After execution of a contract or receipt of a purchase order, the contractor shall comply with the submitted plan, unless it has received approval from the OBO director for a deviation therefrom. Approval shall not be unreasonably withheld. While it is not a requirement that a contractor meet its goal, it is required that the contractor objectively demonstrate to the office of business opportunity that it has made good faith efforts to meet the goal. To this end, the contractor shall maintain records as prescribed by the office of business opportunity demonstrating its efforts at compliance. The contractor shall be required to submit to the office of business opportunity reports of its efforts under this article in such form or manner as shall be prescribed by the OBO director.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-86. - Sanctions.

- (a) The OBO director is authorized to suspend any contractor who has failed to make good faith efforts to meet any goal established under this article from engaging in any contract with the city for a period up to, but not to exceed, five years. The OBO director is also authorized to suspend any MWSBE who has failed to make good faith efforts to meet all requirements necessary for participation as a MWSBE from engaging in any contract affected by this article for a period up to, but not to exceed, five years.
- (b) In accordance with section 15-84 of this Code, the office of business opportunity shall establish procedures for the imposition of sanctions and shall ensure that no sanction is imposed without notice of the grounds being given and an opportunity for a hearing consistent with the procedures set forth in sections 15-22, 15-23, and 15-24 of this Code. Any procedure established shall be consistent with state law.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-87. - Determination of established business enterprise status.

- (a) Based upon a review of data submitted by MWSBEs or MWSBE applicants and any other information available from its files or the files of any other governmental entity, the office of business opportunity shall determine the size of each MWSBE or MWSBE applicant by determining the average of the gross receipts for the prior three years and the average number of employees for the 12 calendar months immediately preceding the review, as applicable. The calculation of size shall be based solely upon the size standards and methods of calculation identified by the U.S. Small Business Administration (SBA) including, without limitation those set forth in 13 C.F.R. part 121, subpart A, secs. 121.101 through 121.107, and sec. 121.201, any amendment or successor thereto, or any other document defining such size standards or the calculation thereof that has been fully and finally adopted by the SBA. The review shall be applicable to business entities applying for initial certification as a MWSBE or to certified MWSBEs, provided that such review may not be initiated until the applicant or certified MWSBE has established a business history of sufficient length to allow calculation of size based on the three year financial or 12 month employee data, as applicable.
- (b) Following the review described in this section, each certified MWSBE or MWSBE applicant shall be re-evaluated under this section on an annual basis based upon the size standards and methods of calculation

identified by the SBA and procedures established by the OBO director to ensure compliance with all applicable provisions of this article.

- (c) All MWSBEs and MWSBE applicants shall, upon written request of the OBO director, provide to the office of business opportunity copies of any and all documents, including without limitation financial statements and tax records, requested by the director in connection with the review authorized in subsection (a) of this section, not later than 20 business days following the date of mailing of the request. Failure to timely and completely comply with any such request will authorize the imposition of sanctions under section 15-86 of this Code, or denial of certification in the case of a MWSBE applicant.
- (d) Following the review authorized by subsection (a) of this section, the office of business opportunity shall classify each MWSBE or MWSBE applicant whose size meets or exceeds the size standard identified by the SBA for that class of enterprise as an established business enterprise. The classification shall be effective as of the date of mailing of the notice provided in section 15-88 of this Code.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-88. - Notice, appeal and waiver.

- (a) Immediately upon classification of a certified MWSBE or MWSBE applicant as an established business enterprise pursuant to section 15-87 of this Code, the office of business opportunity shall notify the business so classified of the action by United States certified mail, return receipt requested, addressed to the last known address of the business and deemed given when placed in a United States mail depository.
 - (b) Each notice shall inform the affected MWSBE or MWSBE applicant of the following matters: (1) That the MWSBE or MWSBE applicant has been classified as an established business enterprise;
 - (2) That the classification is effective as of the date of mailing of the notice;
 - (3) That the MWSBE or MWSBE applicant may appeal the classification or seek a waiver of the classification pursuant to the procedures established under this section;
 - (4) That the provisions of section 15-89 of this chapter shall become enforceable with respect to any certified MWSBE one year following the notice of classification, unless the decision is reversed or a waiver is granted and the classification is withdrawn prior to the expiration of the one-year period; and
 - (5) That any MWSBE applicant deemed ineligible for certification based upon its classification as an established business enterprise shall remain ineligible for certification unless and until any withdrawal of the classification as an established business enterprise is granted pursuant to an appeal or a request for waiver conducted under this section.
- (c) In order to appeal a classification as an established business enterprise, a MWSBE or MWSBE applicant must submit to the OBO director a written notice of appeal no later than 60 days following the date of mailing of the notice of classification. The sole basis for an appeal shall be that the office of business opportunity has incorrectly calculated the size of the business according to SBA standards based upon incorrect information or error in computation. The notice of appeal shall be accompanied by any documentation necessary to demonstrate the asserted error. If the OBO director finds that an error or errors were made in calculating the size of the business and that any such error resulted in an incorrect classification as an established business enterprise, the classification shall be withdrawn and the business promptly notified of the withdrawal. If the OBO director finds that no error was made, or that any error would not materially alter the classification, he shall notify the business that the classification is not altered, by certified mail, return receipt requested. The business may within ten days of the date of mailing of the notice submit to the OBO director a written request for a hearing, which hearing shall be conducted under the procedures set forth in subsections (e) through (g) of this section.
- (d) In order to seek a waiver of a classification as an established business enterprise, a MWSBE or MWSBE applicant must submit to the OBO director a written request for a hearing no later than 60 days following the date of mailing of the notice of classification. The written request shall include documentary evidence, including but not limited to financial statements and tax records, relevant to the following criteria:

- (1) Profitability of the enterprise;
 - (2) Sales of the enterprise, including a demonstration that 55 percent or more of the enterprise's sales, within the period utilized by the office of business opportunity in its classification determination, are not related to city contracts;
 - (3) Ability of the MWSBE or MWSBE applicant to obtain bonding, if the enterprise acts as a prime contractor or in a category in which obtaining bonding is required; and
 - (4) Positive comparison of the enterprise's business and financial profile with those of non-MWSBE firms in the same business category based on an objective industry standard.
- (e) The OBO director shall notify the affected MWSBE or MWSBE applicant of the place and time of a hearing before the OBO director or his designee to consider an appeal requested under subsection (c) of this section, or a request for waiver of the classification under subsection (d) of this section, or both, as applicable, by United States certified mail, return receipt requested. The hearing shall be set not later than 30 days following receipt of the request, provided that the OBO director or his designee may in his discretion extend such date by a reasonable period for good and sufficient cause shown. Hearings for businesses that have both appealed under subsection (c) of this section and requested a waiver under subsection (d) of this section may be consolidated in a single hearing at the discretion of the OBO director or his designee.
- (f) The OBO director shall promulgate written procedures for the conduct of hearings. The OBO director or his designee shall hear each appeal or request for waiver and shall consider only the criteria set forth under subsections (c) and (d)(1) through (d)(4) of this section, as applicable, in determining whether to withdraw the classification of the affected business as an established business enterprise. The OBO director shall develop objective standards for evaluating each factor set forth under subsections (d)(1) through (d)(4) based upon recognized industry or governmental practices or standards. The burden shall be on the business to demonstrate by clear, convincing and cogent evidence either that a material error in classification was made or that the granting of a waiver is justified by at least two of the criteria set forth in subsections (d)(1) through (d)(4) of this section.
- (g) Notwithstanding any provision of this Code or of the rules or regulations of the office of business opportunity to the contrary, including any provision for mediation of a decision of the OBO director, the decision of the OBO director or his designee regarding appeal or waiver shall be final.

(Ord. No. 2013-428, § 10(Exh. A), 5-8-2013, eff. 7-1-2013)

Sec. 15-89. - Effect of classification; re-application.

- (a) Upon the expiration of one year following the notice of classification as an established business enterprise referenced in section 15-88(a) of this Code, and in the absence of any withdrawal of such classification by the OBO director, each certified MWSBE so classified shall be ineligible for future participation in any city contract as a MWSBE and its certification shall be withdrawn. No application for re-certification shall be granted absent the prior determination of the OBO director that the applicant does not meet or exceed the SBA size standards referenced in section 15-87(a) of this Code. Certified businesses whose evaluation results in classification as an established business enterprise shall timely file any re-certification application due prior to expiration of the one year extension of program eligibility referenced in this section, but the application shall not be granted unless and until the classification is withdrawn or waived.
- (b) Notwithstanding any provision of this Code or the rules or regulations of the office of business opportunity to the contrary, including any provision for mediation of a decision of the OBO director, any initial applicant for MWSBE certification who meets the criteria for an established business enterprise at the time of its application and is so classified shall be denied certification on that basis alone and shall have no recourse for the denial except through challenging the classification in the manner set forth in section 15-88 of this chapter. Any and all other matters pertaining to the eligibility of the applicant shall be abated and shall only be reinstated if the classification as an established business enterprise is withdrawn.
- (c) The office of business opportunity may continue to assist established business enterprises following ineligibility as follows:

- (1) Such businesses, if formerly certified by the city, may continue to be listed in any listing of MWSBE firms in a separate category of established MWSBE firms for the information of other private or public entities; and
 - (2) Such businesses, if formerly certified by the city, may receive information, counseling and referrals to other agencies supporting business enterprises from the office of business opportunity after their classification as established business enterprises.
- (d) No sooner than one year following the date of program ineligibility provided in subsection (a) of this section or the denial of certification provided in subsection (b) of this section, any established business enterprise may apply for reinstatement as a fully eligible, certified MWSBE or reinstatement of an application for certification abated under subsection (b) of this section, as applicable, upon demonstrating the existence of one or more of the following conditions:
- (1) That the subsequent history from the date of initial classification as an established business enterprise demonstrates that a size calculation as of the date of application for reinstatement would place the business below the SBA size standards for that category of business;
 - (2) That the established business enterprise has successfully obtained an SBA size determination from a federal agency authorized to make such a determination, or has prevailed in an SBA size protest under 13 CFR § 121.1001, et seq., as amended, including any judicial review thereof, establishing that the business does not meet or exceed the applicable SBA size standard;
 - (3) That the SBA size standards have been revised in such a manner that the subject business no longer meets or exceeds the size standard for its category based upon the most recent three-year average for receipts or 12 month average for employees, as applicable; or
 - (4) That the criteria listed in section 15-88(d) of this Code demonstrate the need to grant a waiver and withdraw the classification of the business as an established business enterprise.
- (e) Applications for reinstatement shall be on a form prescribed by the OBO director and shall be accompanied by relevant documentary evidence supporting the ground or grounds for reinstatement asserted, as requested by the OBO director.
- (f) Within 30 days following receipt of a completed application for reinstatement, the OBO director shall grant the application or deny the application and set the matter for hearing within 30 days of the date of mailing notice of such denial.
- (g) The burden on the business applying for reinstatement shall be to demonstrate the existence of one or more of the conditions set forth in subsections d(1) through d(4) of this section by clear, convincing and cogent evidence, to be evaluated by the director under hearing procedures consistent with the nature of the application and, to the extent applicable, with the provisions of subsections (c), (d), (e) and (f) of section 15-88 of this Code. In addition, a business seeking reinstatement under subsection (b)(4) of this section that has previously sought a waiver of classification as an established business enterprise pursuant to section 15-88(d) of this chapter must present evidence of a material and substantial change in circumstances not shown at the preceding hearing, and the OBO director or his designee shall disregard evidence that is repetitious or cumulative of the prior hearing on the matter.
- (h) The decision of the OBO director or his designee following a hearing on reinstatement shall be final, and any applicant denied reinstatement is to be notified in writing of the decision within ten days following the hearing. No business denied reinstatement may subsequently apply for reinstatement until the expiration of one year from the date of the denial.

(Ord. No. 2013-428, § 10 (Exh. A), 5-8-2013, eff. 7-1-2013)

SECTION 3 REGULATION

§ 135.1

APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

- (a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- (b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

- (a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):
- (1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds*—(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contractor subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance*—(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

Office of Asst. Secy., Equal Opportunity, HUD

§135.5

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection.

§ 135.5

with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area. *Other HUD programs* means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963. *Recipient* means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

- (1) That is 51 percent or more owned by section 3 residents; or

Office of Asst. Secy., Equal Opportunity, HUD

§ 135.5

- (2) Whose permanent, full-time employees include persons, at least 30 per cent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
- (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40.
Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

§ 135.7

such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part

135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.*
(1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

Office of Asst. Secy., Equal Opportunity, HUD

§135.11

(c) Section 3 as NOFA evaluation criteria.

Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multi-family project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(a) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “approved apprenticeship and training programs,” as described in paragraph (d) of this section.

(b) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(c) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

§ 135.30

by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractor may demonstrate compliance with the “greatest extent feasible” requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

b. *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs*

covered by section 3. (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or sub-contract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or sub-contract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

Office of Asst. Secy., Equal Opportunity, HUD

§135.32

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and
 (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or sub-contract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.*

(1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in § 135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and sub-contractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in § 135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in § 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in § 135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

§ 135.34

local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

- (i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);
- (ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);
- (iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
- (iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

- (i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and
- (ii) Participants in HUD Youthbuild programs (category 2 residents).
- (iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

- (i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

Office of Asst. Secy., Equal Opportunity, HUD

§135.38

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 per cent of these persons as employees (category 1 businesses); (ii) Business concerns that are 51 per cent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This

regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

§ 135.40

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including microenterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this sub-part is to establish the procedures for handling complaints alleging non-compliance with the regulations of this

Office of Asst. Secy., Equal Opportunity, HUD

§135.74

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

- (b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.

§ 135.76

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint—(1) Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.*

(1) Within ten (10) days of timely filing of a complaint that contains complete

Office of Asst. Secy., Equal Opportunity, HUD

§135.76

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

§ 135.90

complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this sub-part D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section

3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

APPENDIX TO PART 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

Pt. 135, App.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph

24 CFR Subtitle B, Ch. I (4-1-03 Edition)

(1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

—the section 3 covered contract to be awarded with sufficient specificity;

—the time within which quotations must be submitted; and

—the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

Office of Asst. Secy., Equal Opportunity, HUD

Pt. 146

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and sub- contracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

- Sec.
146.1 Purpose of the Age Discrimination Act of 1975.
146.3 Purpose of HUD's age discrimination regulation.
146.5 Applicability of part.
146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

- 146.11 Scope of subpart.
146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

- 146.21 General responsibilities.
146.23 Notice of subrecipients.
146.25 Assurance of compliance and recipient assessment of age distinctions.
146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

- 146.31 Compliance reviews.
146.33 Complaints.
146.35 Mediation.
146.37 Investigation.
146.39 Enforcement procedures.
146.41 Prohibition against intimidation or retaliation.

COMPLIANCE FORMS

MWSBE AND SECTION 3



2100 Travis Street | 9th floor
Houston, TX 77002 | 832.394.6160

www.houstontx.gov/housing



CONTACT INFORMATION

City of Houston - HCDD 2100 Travis Street, 9th Floor Houston, TX 77002		
CONTRACT COMPLIANCE SECTION MWSBE/Section 3/Community Involvement		
Division Manager	Chrystal Boyce	(832) 394-6130 Chrystal.Boyce@houstontx.gov
Administrative Coordinator	Lakesha Tates	(832) 394-6345 Lakesha.Tates@houstontx.gov
MWSBE Coordinator	Taylisha Clark	(834) 394-6326 Taylisha.Clark@houstontx.gov
MWSBE Contract Administrator	Eva Alcalá	(832) 394-6118 Eva.Alcala@houstontx.gov
MWSBE Contract Administrator	Aldwin Foster-Rettig	(832) 394-6202 Aldwin.Foster-Rettig@houstontx.gov
Section 3 Lead Contract Administrator	Tiffany Wyatt	(832) 394-6379 Tiffany.Wyatt@houstontx.gov
Section 3 Contract Administrator	Christian Bessey	(832) 394-6085 Christian.Bessey@houstontx.gov
Section 3 Coordinator	Patricia Holcombe	(832) 394-6321 Patricia.Holcombe@houstontx.gov
Community Involvement Coordinator	Karen Franklin	(832) 394-6160 Karen.Franklin@houstontx.gov



COMPLIANCE FORMS

Instructions: All compliance forms must be completed and/or signed by a duly authorized member of the firm. The Prime Contractor, Subcontractor, and Suppliers must upload the following forms in **LCPTracker** by the deadlines provided below. Read each form to verify if it's applicable to your firm and follow the instructions written on each form.

The following form(s) are to be submitted <i>before construction</i> commences.		
Compliance Section(s): MWSBE/Section 3	Form/Documents	Due
All sections	Executed contract agreement, purchase order, and/or invoice	Within 5 business days of executed contract agreement
All sections	Compliance Cover Sheet	Within 5 business days of executed contract agreement
All sections	Request for Contractor/Subcontractor Clearance Form/SAM Verification	Before execution of contract agreement
All sections	Start of Work Notice	Upon commencement of work
All sections	Termination of Work Notice	Upon completion of work
MWSBE/ Section 3	Section 3/MWSBE Utilization Plan	Within 5 business days of executed contract agreement, monthly, and/or when changes occur
Section 3	Contractor's Section 3 Compliance Certification	Within 5 business days of executed contract agreement
Section 3	First Source Hiring Agreement	Within 5 business days of executed contract agreement
Section 3	Permanent Employee List	Within 5 business days of executed contract agreement
Section 3	Workforce Analysis Form	Within 5 business days of executed contract agreement
Section 3	Internal Capacity Affidavit	Within 5 business days of executed contract agreement or when internal capacity is reached
Section 3	Monthly Verification of Internal Capacity Status	Between 1 st and 5 th day of the month capturing previous month activity
Section 3	Section 3 Monthly Activity Report	Between 1 st and 5 th day of the month capturing previous month activity
Section 3	Section 3 New Hire Form	Between 1 st and 5 th day of the month capturing previous month activity
Section 3	Confirmation of Subcontractor Amount	Within 5 business days of executed contract agreement
Section 3	E-BID Announcement	Submit at least 14 business days from need to contract
Section 3	Employment Opportunity Announcement (EOA)	Submit at least 14 business days prior need to hire
Section 3	Bid Tabulation	Submit no later than 5 business days after final selection is made
Section 3	Template - Section 3 Signage (GC)	Signage must be posted on site prior to start of work



Compliance Cover Sheet

Return with Compliance Documents (**Complete all fields**)

Project Name:		
Name of Prime Contractor/Sub/Supplier:		I/We have a written contract or purchase order with:
Services to be provided:		NAICS code [Hint: To look up a code, please visit http://www.census.gov/eos/www/naics/]
Company Address:		Pre-existing LCP Tracker User ID:
EIN or SS Number:	DUNS Number: (N/A if not applicable)	Contract Amount: \$
Compliance Contact Person/Title:		Email:
Phone Number:		Fax Number:
*Owner's Ethnicity/Racial Background:		Gender:
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE
		<input type="checkbox"/> Section 3

Instructions:

This form must be completed by all Prime contractors, Subcontractors, and Suppliers upon execution of a contract agreement, purchase order and/or invoice.

**For contracts applicable to Section 3, Suppliers that do not perform labor should NOT complete this form.*

The Prime Contractor is responsible for collecting this form from Subcontractors and Suppliers to complete setup and access to LCP Tracker.

**HUD's ethnicity categories are: White American, Black American, Native American, Hispanic American, Asian/Pacific American and Hasidic Jewish.*

***REQUIRED BY ALL SECTIONS**

Request for Prime Contractor/Subcontractor Clearance

No contract can be executed with a Prime Contractor, Subcontractor or Supplier until their eligibility has been verified by HCDD.

Date	
Project Name	
Project Address	
Prime Contractor/Sub/Supplier	
EIN or SS Number	
Address/Zip Code	
Phone Number	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other
Check the applicable entity	

List Principal(s) below:

Instructions:

To ensure eligibility, a search must be conducted of the (1) Company Name, (2) Principal Owner(s) and (3) the Employer Identification Number (EIN) through www.sam.gov/SAM.

The Prime Contractor verifies the eligibility of all Subcontractors and Suppliers. Search results and the Request for Clearance form MUST be uploaded in LCP Tracker for each Subcontractor and Supplier.

***REQUIRED BY ALL SECTIONS**

Start of Work Notice

Prime Contractor Information

Project Name	
Project Address	
Prime Contractor/Sub Name	
Prime Contractor/Sub Address	
Start of Work Date	

Prime Contractor Authorization

Name of Authorized Officer	
Signature	
Title	

Instructions:

This form must be completed by the Prime Contractor/Subcontractor and serves as notice of commencement of work to HCDD.

***REQUIRED BY ALL SECTIONS**

Termination of Work Notice

Prime Contractor Information

Project Name	
Project Address	
Prime Contractor/Sub Name	
Prime Contractor/Sub Address	
Termination of Work Date	

Prime Contractor Authorization

Name of Authorized Officer	
Signature	
Title	

Instructions:

This form must be completed by the Prime Contractor/Subcontractor and serves as notice to HCDD that work has been completed.

***REQUIRED BY ALL SECTIONS**



Contractor's Section 3 Compliance Certification

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury I hereby state:

1. I am the _____ of _____.
(owner, partner, officer, representative, agent) (Company Name)
2. My company adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u which requires, to the greatest extent feasible, that a "good faith effort" given to identifying small businesses located within the boundaries of the Section 3 service area, making them aware of contracting opportunities, encouraging their participation and actually awarding contracts to Section 3 business concerns through the assistance of the City of Houston and their referral system.
3. An attempt will be made to undertake outreach activities intended to encourage participation by Section 3 residents in training and employment opportunities, to include but not be limited to utilizing the referral established by the City of Houston, the Texas Employment Commission, and Houston Works.
4. My company also acknowledges and affirms the required steps stipulated in the Code of Federal regulations 24 CFR Part §135.38 for any "New" services, i.e. employment/labor, services/materials, or subcontracting. Any violation of this requirement will present a negative impact on the performance rating of the recipient, developer, and contractor/subcontractor.

§ 135.38 Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and new applicants can see. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the required qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the

subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Affiant's Signature: _____ Address: _____

Affiant's Title: _____ Telephone: _____

Affiant's Company _____ Name: _____

_____ Subscribed and

sworn to under oath before me this _____ day of _____, 20_____

Notary Public Signature

My Commission Expires: _____

Notary Stamp





First Source Hiring Agreement

This agreement is entered this _____ day of _____, 20 _____ by _____ and between the City of Houston and hereinafter referred to as the "City" and hereinafter referred to the "Contractor", in connection with work to be performed in relation to the City's HUD-assisted project entitled _____, hereinafter referred to a the "Project".

Whereas, HUD has promulgated certain regulations to implement Section 3 of the Housing and Urban Development (HUD) Act of 1968 12 U.S.C. 1701u) (Section 3), regulations; and

Whereas, the purpose of Section 3 regulations is to ensure that employment and other economic opportunities generated by Section 3 covered assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, and business concerns, which provide economic opportunities to such persons.

Whereas, HUD has set forth numerical employment, and contracting goals to be achieved by all Community Development recipients of Section 3 covered assistance and by other recipients of such assistance in which HUD's share exceeds \$200,000 per project and by those Contractors whose share such projects exceeds \$100,000; and

Whereas, the numerical goal so established by HUD applicable to the Project is set forth below: and

Whereas, recipients of Section 3-covered assistance and their contractors can demonstrate compliance with the Section 3 regulations by committing to employ Section 3 eligible persons as applicable percentage of the aggregate number of new hires during the time period involved in the Section 3-covered project; and

Whereas, the City and the Contractor as desirous of being in compliance with the Section 3 regulations as they relate to the Project;

1. The Contractor and any of its subcontractors shall supply the City with a list of all full-time employees currently employed, indicating which, if any, of said employees were hired within the past three years and were also low or very low-income persons when so hired;
2. The Contractor and any of its subcontractors shall provide a listing of any and all positions for which new hires are expected to be required as a result of the Project;
3. The Contractor and any of its contractors will, to the greatest extent feasible, endeavor to hire 30% percent of the new hires generated by the Project from the following list of Section 3-eligible groups, in the order of priority listed:
 - a. Section 3 residents of service area or neighborhood;
 - b. Youth build participants;
 - c. Homeless projects; Homeless persons; and
 - d. Other Section 3 residents.
4. The Contractor and any of its subcontractors will be encouraged to make new hires from the list of Section 3-eligible groups in Paragraph 3 above for any and all other projects assisted with Federal funding, whether or not such project is subject to the Section 3 regulations;

5. The Contractor and any of its subcontractors shall accept referrals of Section 3-eligible persons from the City.

Provided, however, that nothing in this agreement is to be construed requiring any party hereto, or its subcontractors, to hire any person or persons who are unqualified to or incapable of carrying out the work required of any such new hires.

Witness our hands and seals on the date first written above:

The City of Houston
Department of Housing & Community Development

by _____
Section 3 Coordinator

Contractors Name:

by _____
its Owner/President/Vice President

***SECTION 3 ONLY**



Permanent Employee List

Project Name: _____ Total Amount of Contract _____

Name of Contractor: _____ Address: _____

Name of Contact Person: _____ Date: _____

Employee Names	Job Title	Certified Section 3 Resident		Monthly Salary or Hourly Rate
		Yes	No	

I certify the above-named individuals are permanent employees of this firm. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name / Title

Signature

Date

SECTION 3 ONLY

Section 3 Prime Contractor/Subcontractor Workforce Analysis Form



ESTIMATED PROJECT WORK FORCE BREAKDOWN

	Job Category	Estimated Number of Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled w/ Section 3 Residents
Non-Construction	Officer/Supervisor				
	Professionals				
	Technical				
	Office/Clerical				
	Service Workers				
	Other:				
Construction	Journeyman:				
	Apprentices:				
	Laborers				
	Trainees				
	Other:				

EMPLOYMENT CERTIFICATION (make additional copies of this form if necessary)

The Company hereby certifies that the above table represents the appropriate number of employee's positions required in the execution of project and represents the number of Section 3 service area residents that the company proposes to employ. The Company certifies that it will make a good faith effort to employ the number of lower income employees stated utilizing such community-based organizations and service agencies as the Texas Employment Commission and Houston Works.

Company: _____

Title: _____

By: _____

Date: _____



Section 3 Internal Capacity Form

Affidavit:

The undersigned makes this affidavit with full knowledge of the content described in the Section 3 Program regulations at 24 CFR Part 135. Each recipient of Section 3 covered financial assistance, and its contractors or subcontractors are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This requirement applies to matters which include:

1. All construction projects for which the amount of City (HUD-sourced) assistance to the project or program exceeds \$200,000.
2. All Contractor/Subcontractor situations where the individual contract or subcontract exceeds \$100,000 from the City with HUD-sourced funds.

This affidavit is to document the contractor has sufficient internal capacity to execute the entire scope of work awarded without the need to subcontract and to acknowledge by the undersigned if subcontracts are required, they may be subject to additional requirements under the Section 3 program.

Under penalty of perjury I hereby state:

I, _____ am the _____ of _____,
(Print Name) (Owner, partner, officer, representative, agent) (Company Name)

which has executed a contract with _____ to perform _____
(Other Contract Party) (Description of Work)

_____ on the project known as _____
(Description of Work - Continued) (Name of Project)

and represent that the contract covered by this affidavit has met the conditions, including those described above and hereby authorize and request any person, firm or corporation to furnish any information requested by the Housing and Community Development Department in verification of the recitals comprising this _____ day of _____, 20_____.

Company Name Representative Signature Title

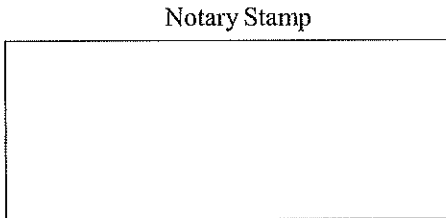
STATE OF TEXAS §
 §
COUNTY OF _____ §

_____ being duly sworn, deposes and says that he/she is the
 (Print Name)
(Owner, partner, officer, representative, agent)

of _____ and that the answers to the foregoing questions and all statements therein contained are true
(Company Name)
and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ My Commission Expires: _____
Notary Public Signature



Only submit form if Prime/Subcontractor does not have a need for lower-tier subs or new hires for the duration of the project.



Monthly Verification of Internal Capacity Status

This form is to be completed and submitted by the 5th of each month by every Subcontractor claiming Internal Capacity, for the duration of their contract. Always report for the previous month; (E.g., Form due on July 5th, will be reporting activity of June).

Reporting Month:	Project Name
Subcontractor	Contracted With

By signing below, I hereby verify that my company has remained in the qualifying Internal Capacity parameters stated below:

- No Lower-Tier Subcontracts have been awarded, and/or
- No New Hires (employees placed on payroll) have been hired to work specifically on the project stated above.

By signing below, I also verify that I understand that in the event my company has the need for lower-tier subcontracts and/or new hires, I will immediately alert the General Contractor and will follow the below Section 3 Procurement Processes. I also understand that my company can no longer claim Internal Capacity and will be required to comply with all Section 3 requirements that are now applicable.

Section 3 Procurement Process for Lower-Tier Subcontractors

1. Subcontractor will submit **Ebid Announcement** that lists scope of work, contact information and a bid due date (minimum is two weeks). Subcontractors should submit Ebid directly to General Contractor.
 - a. Ebid will be forwarded to HCDD and will then be sent to all Section 3 Businesses.
2. Subcontractor will review all bids received and will award contract based on the Section 3 procurement guidelines, depending if bids are construction or non-construction:
 - a. 10% of construction contract must be awarded to Section 3 Business.
 - b. 3% of soft cost (non-construction) budget must be awarded to Section 3 Business.
3. Subcontractor will submit a **Bid Tabulation** after all bids have been received. The bid tabulation should indicate which awarded contracts were to a Section 3 Business.
4. Subcontractor will submit a **Utilization Plan** that lists all Lower-Tier Subcontractors, Professional Services and Suppliers being utilized. The template is provided on page 46 of the Section 3 Contractor Orientation Guide.

Section 3 Procurement Process for New Hires

1. Subcontractor will submit an Employment Opportunity Announcement (EOA) that lists position details, applicant qualifications, contact information and application deadline. EOA will be submitted directly to the General Contractor.
 - a. EOA will be forwarded to HCDD and will then be sent to all certified Section 3 Residents.
2. Subcontractor will hold interviews and determine how the 30% New Hire Goal will be met.
 - a. For example, if 10 new hires are needed, at least 3 must be either:
 - i. Currently certified as a Section 3 Resident
 - ii. Qualifies as a Section 3 Resident (required to complete Section 3 Resident Application)
3. Subcontractor will notify the General Contractor of hiring results and will submit the following:
 - a. Statement indicating how the 30% New Hire Goal was met, list of new hire names and Section 3 Resident status.
 - b. Section 3 Resident Applications for new hires that must be certified in order to meet the 30% New Hire Goal.
4. Subcontractor will start submitting monthly reporting and any other additional documents needed for the duration of their contract.

Print Name

Title/Company

Signature

Date

***SECTION 3 ONLY**



Section 3 Monthly Activity Report (PART I)

Contractor Name	Project Name
Contractor Address	Contract Amount
Contact Person	Reporting Month
Phone Number / Email	Date of Submission

Employment and Training

A Job Category	B				C		D			
	New Hires		No New Hires		Employees		Trainees		No Trainees	
	Section 3 New Hires*		Non-Section 3 New Hires		Section 3 Employees*	Non-Section 3 Employees	Section 3 Trainees* Previously Reported That Worked This Month		New Section 3 Trainees* Reporting for the First Time	
	# of New Hires	Hours Worked	# of New Hires	Hours Worked	Hours Worked	Hours Worked	# of Trainees	Hours Worked	# of Trainees	Hours Worked
Professional										
Technician										
Office/Clerical										
Trade:										
Trade:										
Trade:										
Trade:										
Other:										
Other:										
TOTAL										

NOTES:

1. This form **MUST** be submitted by **ALL** contractors (with a contract in excess of \$100,000) no later than the **5th** of each month.
2. Reporting **MUST** always reflect previous months activity.
3. New Hires are reported under Column "B" for the first month following their date of hire. Thereafter, New Hires are reported under Column "C".
4. All New Hires **MUST** be listed on the Section 3 and Non-Section 3 New Hire Form.
5. This form is **NOT** required by Prime and Subcontractors claiming, "Internal Capacity".



Section 3 and Non-Section 3 New Hire Form (PART II)

Form Instructions

Contractor Name:		Reporting Month/Year:																		
		A.	B.	C.	D.	E.	F.	G.	H.	I.	J.									
A. First Name	B. Last Name	C. Racial/Ethnic Code	D. Hire Date	E. Hourly Rate	F. Section 3 Status	G. Trade Work	H. Hours Worked	I. Hours Trained	J. Payroll Classification											

- A. First name of Section 3 Resident
- B. Last name of Section 3 Resident
- C. Racial/ethnic code: 1 – White American, 2 – Black American, 3 – Native American, 4 – Hispanic American, 5 – Asian Pacific American, 6 – Hasidic Jew
- D. Hire date of Section 3 Resident
- E. Hourly rate of Section 3 Resident
- F. Indicate Section 3 status by entering either: New Hire, Employee or Trainee
- G. Trade work performed by Section Resident
- H. Hours worked during reporting month by Section 3 New Hire or Section 3 Employee
- I. Hours trained during reporting month by Section 3 Trainee
- J. Indicate payroll classification: Full Time, Part Time, FT - Temporary, PT- Seasonal, PT-Seasonal, Internship



Section 3 Confirmation of Subcontract Amount

Project Name: _____

Subcontractor Name: _____

Executed Contract With: _____

Original Contract Amount: _____

Start of Work Date: _____	
Contract Amount at Start of Work: _____	

Please complete one (1) of the following that applies:

A.

Contract Amount Has Remained Less Than \$100,000

If the contract amount is below \$100,000 prior to the start of work date, the Subcontractor is not required to comply with Section 3 due established minimum threshold. Sign below and submit form.

I, hereby, confirm that the above Subcontractor 's contract amount has stayed below the \$100,000 threshold by the start of work date stated above.

Print Name	Title/Company	Signature	Date
------------	---------------	-----------	------

B.

Contract Amount Has Increased to Equal to or Greater Than \$100,000

If the contract amount is now in excess of \$100,000, the Subcontractor is required to comply with the Section 3 federal regulations and the HCDD's Section 3 policy and procedures set forth in the Section 3 Contractor Orientation Guide.

I, hereby, acknowledge that the above Subcontractor's met the minimum threshold and I understand that the Subcontractor is now required to comply with the Section 3 requirements set forth in the Section 3 Contractor Orientation Guide.

Print Name	Title/Company	Signature	Date
------------	---------------	-----------	------



Section 3 EBID Announcement

Date: _____ **BID DUE BY:** _____

To: Section 3 Contractors, Labor Force, and Materials Vendors

Project Name: _____
Address, City, State, Zip: _____
From: _____

Summary of Work: _____

This project is (name of project) _____ . As a General Contractor/Subcontractor, we are hiring Section 3 companies/residents that can perform the following scope of work:

(description and minimum qualifications) _____

If interested, please contact me as soon as possible to schedule an appointment to look at the scope of services. This project is funded through a federal grant; therefore, we encourage all qualified Section 3 Business Concerns/Residents to respond to this E-Bid for employment and Contracting Opportunities.

Contact Information:

Please email this form to _____ . Should you have any questions contact: (Name and Phone Number). _____

Bidder Information: _____

- Yes, I will be bidding on the project No, I will not be bidding on this project

Contract Name: _____

Company: _____

Phone number: _____

Address: _____

Email: _____

Trade/Specialty: _____

HCDD contractors are committed to “ensure employment and economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low and very low-income persons.” If your company is interested in certifying as a Section 3 Business Concern complete the application process here: <https://hcddsection3.gob2g.com/>

This form must be completed and submitted to HCDD Section 3 and MWSBE Compliance Coordinators for all contracting opportunities.



Section 3 Employment Opportunity Announcement (EOA) for procuring Labor for Section 3 Residents

DATE: _____ **APPLICATION DEADLINE:** _____

TO : _____ *Section 3 Residents* _____

PROJECT: _____

FROM: _____

POSITION NEEDED/DESCRIPTION: _____

CONTACT INFORMATION: _____

Section 3 Residents: Include this cover sheet with your application

Yes, I am interested in this position No, I am not interested in this position

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Job: _____

Job Skills: _____

Federal Labor Standard Provisions including the Davis Bacon and Related Act may be applicable to the construction of this project.

If you know someone interested to become a certified Section 3 Resident the guidelines and application are available here: <https://www.houstontx.gov/housing/compliance.html#sec3>

The Housing and Community Development Department (HCDD) Section 3 Program is committed to ensure that employment and economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low-and very low-income persons.

Sample Bid Tabulation

Date:

**COST
CODE:**

**Projected
Budget**

COST BREAKDOWN

**BID
AMOUNT**

SUBCONTRACTORS

per unit
per square foot
per unit
per square foot
per unit
per square foot
per unit
per square foot

Labor \$
Material \$
TOTAL: \$

PM:
SPM:
VP:

CONTRACT:
P.O.:

Signage Template



Housing and Community Development Department

In partnership with the U.S. Department of Housing and Urban Development, and _____

Acknowledge that the Construction of this project is subject to the Section 3 plan of the U.S. Department of Housing and Urban Development. This program is designed to generate various Employment and Contracting Opportunities.

**Please inquire within:
Contractor name and contact number/Email:**



SUPPLEMENTAL COMPLIANCE FORMS, TEMPLATES AND REFERENCE MATERIAL

In addition to the forms listed on the previous pages, Prime Contractor, Subcontractor and Suppliers are **required**, where applicable, to submit supplemental compliance forms during and upon completion of the construction. The supplemental forms, templates and reference material are available for download in LCP Tracker. For your convenience, a **sample** of available forms and documents in LCP Tracker are attached:

Compliance Section: MWSBE/ Section 3	Form	Deadline
All sections	Work on Hold Notice	Refer to instructions
All sections	System for Award Management Instructions	N/A
All sections	Statement of Information for SAM Results	N/A
MWSBE	MWBE Utilization Schedule	Submitted with "Initial" Utilization Plan, and/or when Prime fails to meet MWBE participation goals.
MWSBE	Mediation Arbitration Language	Included in certified firms executed contract agreement and/or purchase order(s)
Section 3	Monthly Employee Report	Submit only for Multi-Family DR/17 projects. Deadline between 1st and 5th day of the month capturing previous month activity.



Work on Hold Notice

Prime Contractor Information

Project Name	
Project Address	
Prime/Sub Contractor Name	
Prime/Sub Contractor Address	
Exact or estimated date range that work is scheduled to be on hold	

Prime Contractor Authorization

Name of Authorized Officer	
Signature	
Title	

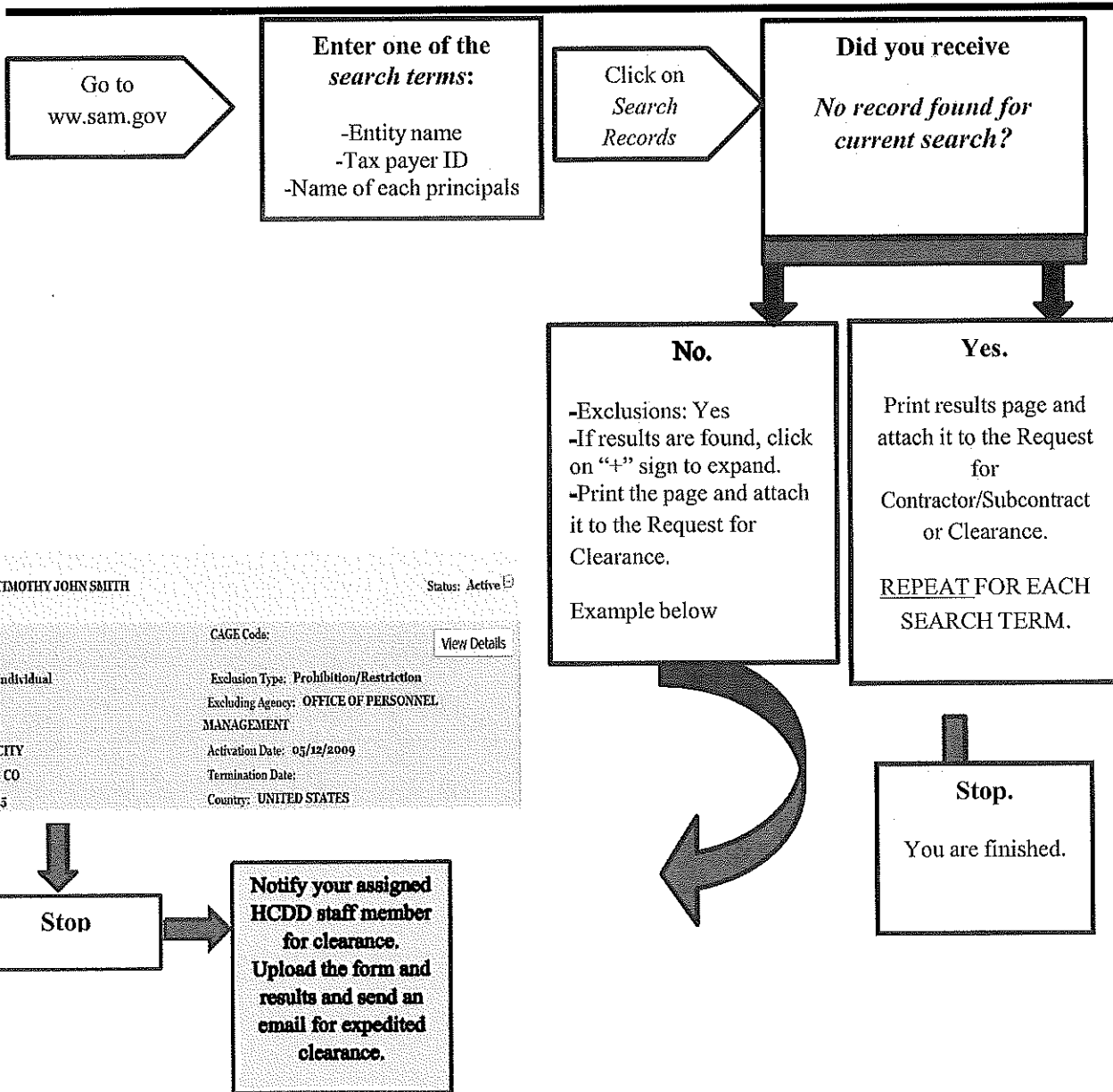
Instructions:

This form **MUST** be completed by the Prime Contractor and Subcontractor(s) who generate certified payroll reports and will not be working at the project site for more than 4 consecutive weeks. When work resumes, continue to number payrolls in sequential order from the last certified payroll report number. This form must be uploaded into LCP Tracker.

***REQUIRED BY ALL SECTIONS**



System for Award Management's Instructions how to process a Request for Contractor Clearance



Exclusion **TIMOTHY JOHN SMITH** Status: Active

DUNS: CAGE Code: [View Details](#)

Classification: Individual Exclusion Type: Prohibition/Restriction

Address: Excluding Agency: OFFICE OF PERSONNEL MANAGEMENT

City: CANON CITY Activation Date: 05/12/2009

State/Province: CO Termination Date:

ZIP Code: 81213 Country: UNITED STATES



LETTER OF INTENT
TO PERFORM AS A SECTION 3 BUSINESS CONCERN

To: City of Houston
Housing and Community Development Department

PROJECT NAME: PROJECT NO.:
BID AMOUNT: \$ SECTION 3 GOAL:

This shall serve as commitment to enter into contract with the undersigned Section 3 Business Concern as indicated hereto.

is certified by the City of Houston, Housing and Community Development Department as a Section 3 Business Concern and prepared to perform the work described below in connection with the above project (Specify in detail work items or parts thereof to be performed):

at an estimated amount of (\$) or contract value. % of the total

The Prime contractor will enter into a formal agreement for work with the above-named Section 3 Business Concern contingent upon execution of a contract with the City of Houston.

The undersigned subcontractor acknowledges participation is contingent upon contract award to the Prime Contractor.

(Prime Contractor)

(Section 3 Business Concern)

Signature

Signature

Title Date:

Title Date:



CITY OF HOUSTON SECTION 3 PARTICIPATION PLAN

CONTRACTOR INFORMATION					
Business Name		Prime <input type="checkbox"/>	Sub <input type="checkbox"/>	Certified Section 3 Business Concern	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address			Business Email		
Project Title / Project #			Project #		

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, and/or training opportunities. **If a prime contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If the contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for contractors to hire new persons to complete Section 3 covered contract activities. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to:

- 30% of all new full-time employment opportunities must be directed to employ Section 3 Residents¹.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need to subcontract any portion of a contract to another business. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Construction Contracts (Hard Costs): 10% of the construction budget must be directed to Section 3 Business Concerns; and
- Non-Construction (Soft Cost): 3% of the non-construction budget must be directed to Section 3 Business Concerns.

PART II: SECTION 3 TRIGGER

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

***IF THERE IS NO ANTICIPATED THE NEED FOR HIRING OR SUBCONTRACTING, ON THIS PROJECT, CHECK BOTH BOXES ABOVE ***

¹ A "Section 3 resident" is a public housing resident or a low- or very low-income person residing in the City of Houston or metropolitan area where the Section 3 covered assistance is expended.

² A "Section 3 Business Concern" is a business that can provide evidence that they meet one of the following criteria: 1) 51 percent or more owned by Section 3 Residents; or 2) at least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within; or 3) Provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.



CITY OF HOUSTON SECTION 3 HIRING PLAN

***IF THERE IS AN ANTICIPATED THE NEED TO HIRE OR
SUBCONTRACT ON THIS PROJECT, COMPLETE PART II BELOW***

PART II:

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, the contractor is required to provide an updated list of its workforce for the project, which shall be subject to approval by the Housing and Community Development Department. Any changes to that workforce during the contract will constitute new hires. The contractor is hereby informed that it must notify the Housing and Community Development Department of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, the contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
<i>List all Job Titles that are needed to complete the entire scope of work under the contract.</i>	<i>List how many employees are needed for the contract under each Job Title.</i>	<i>List how many employees are currently employed under each Job Title who are anticipated to work on the contract.</i>	<i>List how many of these positions are currently open and will need to be filled under the contract.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<i>Example: Laborer</i>	8	5	3	1

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	



CITY OF HOUSTON

SECTION 3 PARTICIPATION PLAN

PART III:

Contractors and subcontractors that receive covered contracts in excess of \$100,000 with a need to subcontract any portions of the work to another business must comply with Section 3 numerical goal requirements. The contractor plans to award at least 10% of construction-related and 3% of non-construction related activities to Section 3 Business Concerns. Contractors must complete the Section 3 Participation Plan by detailing all proposed subcontractors intended to be used to meet numerical goal requirements.

**Only contractors certified through the City of Houston, Housing and Community Development Department may be used towards goal requirements.*

**If subcontracting is utilized and this section is not completed, contractor's submission is deemed non-compliant.*

**10% Construction and 3% Non-Construction Contract Goal(s) are separate goal requirements.*

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

Signature for Company: _____

Date: _____

Print Name/Company Name: _____

Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by the City, City-furnished Products, work sequence, future work, Contractor use of Premises, special conditions for substantial completion and City occupancy. The project will construct roadside ditch drainage improvements to reduce the risk of structural flooding.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The purpose of the project is to improve the capacity of approximately 68,000 LF of roadside ditches, replace existing storm pipe culverts, replace existing driveways and relocate fire hydrants. The benefitted area of the project includes approximately 775 acres.

Work of the Contract is for improving the storage and conveyance capacity of existing roadside ditches by increasing the width and depth of the roadside ditches, replace the driveway culverts with a minimum 24" diameter reinforced concrete pipe, replace existing gravel and asphalt driveways with proposed asphalt driveways and replace existing concrete driveways with proposed concrete driveways.

- B. The project scope will include new outfall pipe tie-in from the improved roadside ditches to the existing storm sewer trunk lines on Airline Drive, Fulton Road, Clark Road, and to the existing roadside ditches on Bauman Road and McGallion Road.
- C. Driveway reconstruction – The existing gravel and asphalt driveways within the project limits will be replaced by new asphalt driveways. The existing concrete driveways within the project limits will be replaced by new concrete driveways.
- D. Pavement reconstruction - The project includes proposed 3" thick asphalt milling and overlay for the following streets:

Dipping Lane – Clark Road to Bauman Road – Plan Sheet No. 69 to 72.

Turner Street – Bauman Road to McGallion Road – Plan Sheet No.

Keel Street - Clark Road to Bauman Road – Plan Sheet No. 112 to 115

Atwood Lane – Soren Lane to East Sunnyside Street– Plan Sheet No.195 and 196.

The project includes proposed pavement spot repairs as determined during construction by City of Houston and Engineer of Record on the following streets:

Turner Street – east of intersection with Bauman Road – Plan Sheet No. 95

- E. Installation and bedding for reinforced concrete pipes installed under the pavement surface will be in accordance with COH Detail No. 02317-03
- F. Remove existing pavement, existing storm sewer inlets, manholes, and storm sewer pipes only as shown on the drawings. Existing storm sewer pipe or manholes may be monolithic in storm tie-in areas.

- G. Contractor to confirm location of underground existing utilities (including water lines and sanitary sewer lines, depth and alignment) by appropriate means including potholing so as to avoid conflicts with proposed work. No separate pay. Incidental to excavation work.
- H. Cut, plug and abandon existing water lines as shown on the plans.
- I. Any fire hydrants that need to be relocated or new fire hydrants to be installed must be located to be within 5 feet from the Right-of-Way. The fire hydrants cannot be installed more than 5 feet away from the Right-of-Way.
- J. Blue reflective markers shall be placed on the lane adjacent to new or relocated fire hydrants.
- K. Contractor shall contact Farouk Gergeis at 832-395-3981 for water substitute services.
- L. Contractor shall contact Christian Acevedo at 832-395-4938 for wastewater substitute services.
- M. No separate payment shall be made for the saw cutting of pavement, curbs, sidewalks, ramps, and driveways. It is incidental to removal and disposal of existing pavement, curbs, sidewalks, ramps, and driveways.
- N. The existing sidewalk on Robmore Street, Sunnyside Street, Harkness Street, Soren Lane, shall not be demolished nor damaged during construction of proposed ditch improvements. Any damage to the existing sidewalk shall be repaired or replaced by the Contractor at no expense to the City.
- O. Provide asphalt and concrete connections to intersecting streets as necessary.
- P. Remove existing driveways to the right-of-way within the construction area and replace them with new asphalt or concrete driveways at the existing grades as shown on the plans.
- Q. Maintain access to all residences and businesses along construction route at all times during construction.
- R. Install and maintain erosion sediment controls as part of the Storm Water Pollution Prevention Plans during construction. The construction area for all aspects of this project that will disturb the natural ground is greater than 5 acres. Therefore the Contractor will follow TPDES guidelines of construction areas that are greater than 5 acres.
- S. Remove, salvage, and deliver to the City's water maintenance department's warehouse various waterline fire hydrants assemblies including valves, as called for by the plans from waterlines abandoned by this contract.
- T. Any existing traffic signs, stop signs, street signs, and warning signs within the construction area that need to be removed to facilitate construction shall be removed, stored and reinstalled at the same location without any damage. Any traffic signs, stop signs, street signs, and warning signs damaged during construction shall be replaced by the Contractor at no cost to the City of Houston. Prior to any required sign removal, Contractor is to provide a list of signs to the City Project Manager for approval. No separate payment will be made for this work. The City of Houston/HUD construction project sign is incidental to mobilization. No separate pay for the project construction sign.

- U. Contractor shall notify the impacted property owners a minimum of 72 hours in advance of construction to coordinate removal and/or placement of landscaping items, driveways, water services, sanitary sewer services, etc. No separate payment will be made for this work.
- V. Contractor shall protect existing fences from damage or disturbance. Replacement fences (all types) damaged or disturbed during construction other than those identified in the plans are the responsibility of the Contractor and shall be replaced by Contractor at no additional cost to the City.
- W. All mailboxes damaged or in need of relocation shall be done by the Contractor during construction including restoration of like boxes in kind. U.S. Postal Service Mailboxes and delivery routes within each neighborhood interrupted by construction shall be relocated and detoured at the Contractor's expense and shall be coordinated with the local branch of the U.S. Postal Service. This work will not be paid for separately but shall be incidental to the various construction bid items included in Document 00410 – Bid Form.
- X. There are no existing METRO bus stops within the construction limits.
- Y. Contractor shall coordinate with property owners to maintain access for commercial deliveries throughout the duration of the project.
- Z. Contractor shall coordinate with AT&T, Comcast and CenterPoint Electric to maintain clearance between the lines and construction equipment. Contractor shall use reasonable means possible to maintain the minimum OSHA required clearance between power lines and construction equipment. At the locations with overhead power lines or in proximity to power lines, contractor shall remove material or excavate in layers with the appropriate equipment that will maintain the minimum OSHA required clearance.
- AA. Contractor is responsible for obtaining the necessary construction permits from City of Houston.
- BB. The project has several constraints of which the Contractor must be aware at all times:
 - I. Tree protection will be required on the project. Methods used shall be approved by the City of Houston Urban Forester, Dale Temple, (832) 395-8459. Mr. Temple shall be notified at least two (2) weeks in advance of clearing, cutting, or pruning of any tree. Tree pruning of roots and canopies is included in the contract, as well as temporary fencing, mulching, and watering. Any trees damaged by the work shall be replaced by the Contractor at the Contractor's expense.
 - II. Various private utilities exist within the construction area and must be supported and protected by the Contractor during construction. Permanent adjustment or relocations of private utilities will be made by the respective utility companies or "by others." Contractor shall be responsible for coordinating with private utility companies during construction for bracing of poles labeled "to be braced" on plans.
 - III. Any irrigation utilities that have been disturbed due to construction shall be replaced with same quality material or better according to the City of Houston standard specifications. The work will not be paid for separately but will be incidental to the various construction bid items included in Document 00410 – Bid Form.
 - IV. Traffic Control operations will be limited to a maximum of 1,200 consecutive feet of active construction sections and no consecutive cross-street closures will be allowed.
 - V. Contractor shall install temporary intersection closure signs a minimum of 1 week before any intersection closures. Contractor shall submit temporary intersection

closure sign template to Construction Project Manager for approval of sign layout. Sign shall be orange background with black lettering.

- CC. Manual grading if required due to field conditions shall not use any construction equipment that will damage trees or tree roots in the manual grading areas. The manual grading areas shall generally have the higher elevations at or near the trees and gradually be sloped towards the pond.

1.03 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in Contract Price under provision of General Conditions Paragraph 3.11:
 - 1. NPDES Permits
 - 2. Street Cut Permit
 - 3. Center Point Street Lights Relocations

1.04 ALTERNATES

None

1.05 CITY-FURNISHED PRODUCTS

None

1.06 WORK SEQUENCE

- A. Construct the Work in Phases and Steps during the construction period, as shown on the Traffic Control and Detour Plans.
- B. Contractor shall be allowed to work on any two non-consecutive project streets simultaneously.
- C. Contract shall coordinate and prepare or clear construction area in the following sequence:
 - (a) Contractor to notify CenterPoint (CNP) 30-days prior to upcoming works in order to allow CNP time to schedule crew.
 - (b) Contractor to perform tree removal or tree trimming before CNP mobilizes for identified work area.
 - (c) Contractor to remove any encroachments preventing CNP pole relocation or conduit and conductor work
 - (d) Contractor to stake ROW including street limits of notification to CNP of upcoming work areas
 - (e) CNP to perform pole relocation or rerouting of conduits and conductors for requested work area.
 - (f) Contractor mobilizes to work area and begins to work (ditch deepening/widening, culvert installation, etc.)
- D. Contractor shall contact Estella Rodriguez, Senior Service Consultant for CenterPoint at (713) 945-3219 or estella.rodriguez@centerpointenergy.com.
- E. For projects with no Phases, do not disturb more than 50% of total project linear feet of disturbed right-of-way and easement until site restored in accordance with Section 01740 – Site Restoration.

- F. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.
- G. CenterPoint Electric will relocate the streetlight conduits for the project. Contractor shall be responsible for the coordination and schedule of streetlight conduit relocations by CenterPoint Electric. The cost for the relocations is included as a reimbursable cash allowance item, CASH.03 in Bid Form 410B.

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 – Use of Premises.
- B. Construction Operations: Limited to the City's rights-of-way provided by the City and areas shown or described in the Contract documents.
- C. Utility Outages and Shutdown: Provide a minimum of 48-hour notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.
- D. Private Utility Relocations: Pursuant to Section 40-395 of the City of Houston (City) Utility Relocation Ordinance Program (URO), the following private utilities were identified and scheduled for relocation within the scope of the project limits. Based upon the relocation schedules provided by the utility owners, the City anticipates these relocations to be completed by the dates listed below, and unless otherwise stated, clearance of these potential obstructions will be performed by their respective owners.

The following is a description of the private utilities identified within the project limits:

Utility Owner	Type of Facility	Approximate Location	Estimated Clearance Date	Anticipated Effect to Construction
AT&T Texas	Overhead Cable		None	Contractor may have to temporarily raise overhead lines during construction in coordination with AT&T
Centerpoint Electric	Overhead Power Line		None	Contractor will have to coordinate with CenterPoint Electric for maintaining required clearance

SUMMARY OF WORK

				between power lines and construction equipment
Centerpoint Gas	4" to 6" Gas Lines	<p>Luther Street: STA 106+98, 22' LT STA 13+84, 22' LT AND 17' RT STA 15+20—STA 15+70</p> <p>Burbank Street: STA 101+08—STA 105+00 STA 0+53, 20' RT STA 6+62—STA 6+74</p> <p>Luetta Street: STA 3+95—7+00 STA 10+89—STA 13+00 STA 24+13, 20' RT AND 20' RT</p> <p>Heaney Drive: STA 3+54.49, 22' RT</p> <p>Briarcliff Drive: STA 3+59.92, 22' RT STA 11+88, 22' RT</p> <p>Innsdale Drive: STA 9+20, 22' LT</p> <p>Dipping Lane: STA 101+90—STA 104+32 STA 109+28, 21' LT STA 118+41, 21' RT STA 6+79—STA 7+00 STA 7+17—STA 7+74 STA 8+60—STA 9+54 STA 24+37—STA 26+00</p> <p>Turner Street: STA 9+06—STA 11+00</p> <p>Keel Street: STA 14+94—STA 20+00 STA 105+20—STA 1+00</p> <p>Sunnyside Street: STA 8+90—STA 10+00</p> <p>O'Donnel Drive: STA 19+40, 21' LT AND 20' RT</p> <p>Santone Street: STA 2+35—STA 4+90</p> <p>Tebo Street: STA 1+00 – 5+00 LT</p>	March 2021	Contractor shall proceed with construction on streets without conflicts as per the construction phasing plan.
Comcast	Overhead Lines		None	Contractor may

				have to temporarily raise overhead lines during construction in coordination with Comcast
--	--	--	--	---

The relocation of these facilities is not anticipated to interfere with the Contractor's operations, but the Contractor shall develop the project construction schedule and bid accordingly. In the event that the clearance dates are deviated and proven to impact the Contractor's schedule, the Contractor shall notify the construction project manager per Article 7 – Changes in the Work under Document 00700 – General Conditions. The Contractor is invited to review all information of potential obstructions currently on file with the Engineer.

1.08 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.
- B. Comply with the latest edition of street cut "New Pavement Repair and Pavement Replacement" details.
- C. Quantities are included for street cut pavement repair and replacement in applicable Specification sections for Unit Price contracts.
- D. Include payment for street cut pavement repair and replacement in lump sum bid for Stipulated Price contracts.

1.09 WARRANTY

- A. Comply with warranty requirements in accordance with Document 00700 – General Conditions.

1.10 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION

- A. In addition to requirements outlined in Document 00700 – General Conditions, for Contractor to be substantially complete with the Work and call for inspections by Project Manager to confirm, the following conditions must be met or completed:
 1. All pay items complete report.
 2. Contractor shall contact Project Manager to complete Texas Department of Licensing and Regulation post Construction Inspection of sidewalks and wheelchair ramps for Texas Accessibility Standards.
 3. All safety related work including pavement striping, signing, and permanent signalization.
 4. Traffic operational in all lanes, at all times, unless lane reductions are due to adjacent construction projects.
 5. All services and utilities operational.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

Section 01562

TREE AND PLANT PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tree and plant protection.
- B. Minimum qualifications of Arborist and Urban Forester.

1.02 MEASUREMENT AND PAYMENT

- A. Payment for Tree Protection, including tree pruning or tree removal, shall be paid as a Lump Sum basis that shall include all items specified in this section unless payment is specified otherwise in this section
- B. Payment for Zero Curb Cutback will be on a per linear foot basis.
- C. Payment for Checker Plate will be on a square foot basis.
- D. Refer to Section 01270-Measurement and Payment for unit price procedures.

1.03 SUBMITTALS

- A. Conform to requirements of Section 01330 – Submittal Procedures.
- B. Submit name and experience of qualified Arborist, proposed for use on the Work, to Project Manager.

1.04 PROJECT CONDITIONS

- A. Preserve and protect existing trees and plants to remain from foliage, branch, trunk, or root damage that could result from construction operations.
- B. Prevent following types of damage:
 - 1. Compaction of root zone by foot or vehicular traffic, or material storage.
 - 2. Trunk damage from equipment operations, material storage, or from nailing or bolting.

3. Trunk and branch damage caused by ropes or guy wires.
4. Root or soil contamination from spilled solvents, gasoline, paint, lime slurry, and other noxious materials.
5. Branch damage due to improper pruning or trimming.
6. Damage from lack of water due to:
 - a. Cutting or altering natural water migration patterns near root zones.
 - b. Failure to provide adequate watering
7. Damage from alteration of soil pH factor caused by depositing lime, concrete, plaster, or other base materials near roots zones.
8. Cutting of roots larger than one inch in diameter.

1.05 DAMAGE ASSESSMENT

- A. When trees other than those designated for removal are destroyed or damaged as result of construction operations, remove and replace with same size, species, and variety up to and including 8 inches in trunk diameter. Trees larger than 8 inches in diameter shall be replaced with an 8 inch diameter tree of the same species and variety and total contract amount will be reduced by an amount determined from the following formula and paid to Tree Fund $0.7854 \times D^2 \times \13.25 where D is diameter in inches of tree or shrub trunk measured 12 inches above grade for that portion of the tree which is greater than 8 inches in diameter. A permit must be applied for and approved by the City of Houston, Urban Forestry Division prior to removal of any tree not scheduled for removal in the tree treatment schedule. Contractor shall contact City of Houston, Urban Forestry, at 832-395-8459 to apply for tree removal permit when needed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pruning Paint: Black latex, water based paint, free of all petroleum products.
- B. Fertilizer: Fertilizer shall be a root stimulant that contains at a minimum the following ingredients: Ectomycorrhizal Fungi, VA Mycorrhizal (VAM) Fungi, Rhizosphere Bacillus spp., Kelp Meal Humic Acid, and Soluble Yucca.

- C. Tree Protection Fencing: Orange, plastic mesh fencing, 4 feet in height with 6 feet high "t" bar posts installed 10 feet on centers as per drawings.
- D. Plastic Root/Soil Protection: Clear polyethylene sheeting, minimum 6 mil, thickness.

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING TREES AND SHRUBS

- A. Site preparation work and/or construction work shall not begin in any area where tree preservation measures have not been completed and approved.
- B. Protect exposed roots and root zone areas from contamination from stabilization materials and concrete using polyethylene.
- C. Cover exposed roots within 4 hours to reduce damage caused by desiccation. Roots may be covered with soil, mulch, polyethylene, or wet burlap to help protect them from drying.
- D. Designate limited areas as concrete washout areas. Locate concrete washout areas away from root zones.
- E. Install root pruning trenching where designated in tree treatment schedule and shown on the tree protection drawings. Trees scheduled for root pruning are called out specifically in the treatment schedule. Trench shall be located 2 ft. from the edge of proposed waterline or sanitary sewer for trees called out for root pruning for water or fittings, or sanitary sewer in the treatment schedule, 2 ft. from edge of proposed storm sewer pipe for trees called out for root pruning for storm in the treatment schedule, 30" back of proposed curb for trees called out for root pruning for street, and at edge of sidewalk for trees called out for root pruning for sidewalk. Root pruning shall not be performed where there is not adequate space to be located sufficiently away from tree to prevent damage. All pruning must be evaluated by Contractor's Certified Arborist and reviewed and approved by City Forester before being performed. Trench locations shown on tree preservation plan are drawn to scale and should be located in field as drawn on plan. Exact locations shall be approved in the field by engineer and/or project urban forester prior to installation. Trenching depth shall be a minimum of 2 ft. deep and a maximum of 6 inches wide for water, fittings, sanitary sewer, storm, and street. Trenching depth shall be to the anticipated bottom of sidewalk and base material for sidewalk root pruning, roots lower than sidewalk shall not be pruned. All roots shall be cut by trencher, chainsaw, or handsaw to the specified depth. Roots shall be cut cleanly, and or not ripped, torn, or chopped. Trench shall be backfilled and compacted immediately after trenching. Trench shall be installed prior to any clearing and grubbing, excavation for underground, or any other site work.

- F. Install tree protection fencing around each tree to be preserved as indicated in the tree treatment schedule and on the tree protection plan.
1. Each tree to be preserved shall be protected with a tree protection fence. The fencing shall be continuous between posts, shall be pulled taut prior to securing to posts, and shall be firmly attached to the posts with a minimum of 4 wire ties.
 2. All tree protection fencing shall be installed prior to site work or construction activity. The fence shall be placed in a continuous alignment as shown on the tree protection plan. Fences shown on tree protection plan are drawn to scale and shall be installed as drawn, in the field. In general fences shall be placed 30" back of existing curb or edge of pavement where root pruning or zero curb cutback is not specified, and 6" back of root pruning trench where root pruning is specified and immediately back of curb where zero curb cutback is specified. Exact locations shall be approved by the project urban forester and/or engineer in the field. The Fences shall be placed to protect roots, trunks, and foliage. The contractor shall not remove or relocate tree protection fencing and shall not operate within the limits shown without direct approval of the project urban forester. In areas where the proposed waterline is located in the existing road side ditch and where tree protection fencing can not be installed across the ditch, the fencing shall be installed at the top of outside ditch bank and no bore pits, peep holes, service taps, or any excavation should occur in the area immediately in front of the tree protection fencing for trees called out with "bore" in the Tree Treatment Schedule. The "bore" limits shall be the same as the limits of the tree protection fencing.
 3. Storage of equipment or materials will not be allowed inside a fence. Entryways and access into a protected area shall not be provided unless approved by the project urban forester.
 4. Damage to tree fences occurring during the progress of the work shall be repaired immediately at no additional cost to owner. Workmen shall be clearly instructed to exercise caution in performance of work near trees being preserved.
 5. Tree protection fencing shall be removed by contractor, at no additional costs, upon completion of all construction activity in each work zone area. Tree protection fencing materials used in the first two work zone areas shall be removed and utilized in subsequent work zone areas. Materials and labor shall be paid for each linear foot of fencing installed in first two work areas. All fencing installed in subsequent work zone areas shall be paid for labor only.
- G. Boring/Auguring of water lines or sanitary sewer lines
1. Water line or sanitary sewer line shall be bored/augured/ horizontally drilled under

critical root zones areas of trees designated with auger or bore in the tree treatment schedule. The entire area protected with tree protection fencing shall be bored. No bore pits, come through holes, peep holes, push pits, or long or short side service taps shall be allowed in the areas protected by tree protection fencing. The tree protection plan takes into consideration the limits of augering equipment, there should be room for adequately spaced bore pits, peep holes, come through holes, and push pits. Any changes to the location of the tree protection fencing shall be authorized by the project Urban Forester and City Engineer.

H. Hand digging of Service taps and leads

1. Trees called out for Hand dig short side service tap are located in very close proximity to existing short side water meters. Excavating the service tap with machinery would significantly impact the tree and be in violation of the City of Houston's Street Tree Ordinance. These short side service taps shall be excavated with manual labor to expose any roots 1" in diameter and larger. The first 24" of excavation shall be completed manually to expose the roots. Any root 1" in diameter and larger shall remain undamaged, the roots shall not be cut, nor shall the bark and cambium layer be scraped or damaged. Once the roots are exposed, if there is adequate room to utilize a mini-excavator without damaging the roots, the mini-excavator can be utilized to complete the excavation down to the water line. 1" plywood shall be placed on grade to provide root protection in the area of access of the mini-excavator. If roots 1" diameter or larger are cut or damaged, responsible party will be subject to a citation under the Street Tree Ordinance, and may also be required to incur the cost of tree removal and replacement of damaged tree on an inch for inch basis, if required by City of Houston Urban Forestry Division.
2. Trees called out for Hand dig short side or long side service lead are located in very close proximity to existing water meters. Excavating the service lead with machinery would significantly impact the tree and be in violation of the City of Houston's Street Tree Ordinance. Short side leads shall be excavated with manual labor to expose any roots 1" in diameter and larger from the service tap of the meter. Come out hole and excavation required for long service leads shall be excavated with manual labor to expose roots 1" in diameter and larger, from the come out hole to the meter. In each case, all roots 1" in diameter and larger shall remain undamaged, the roots shall not be cut, nor shall the bark and cambium layer be scraped or damaged. If roots 1" diameter or larger are cut or damaged, responsible party will be subject to a citation under the cost of tree removal and replacement of damaged tree on an inch by inch basis, if required by City of Houston Urban Forestry Division.
3. Trees called out for Hand dig sanitary stub up are located in very close proximity to proposed service lead. Excavating the service lead with machinery would significantly impact the tree and be in violation of the City of Houston's Street Tree

Ordinance. Excavation for sanitary stub up shall be completed with manual labor to expose any roots 1" in diameter and larger. The lead shall be bored from face of curb to stub up hole when called out in the tree treatment schedule. Come out and stub up holes shall be excavated with manual labor to expose roots 1" in diameter and larger. In case, all roots 1" in diameter and larger shall remain undamaged, the roots shall not be cut, nor shall the bark and cambium layer be scraped or damaged. If roots 1" diameter or larger are cut or damaged, responsible party will be subject to a citation under the Street Tree Ordinance, and may be required to incur the cost of tree removal and replacement of damaged tree on an inch by inch basis, if required by City of Houston Urban Forestry Division.

4. Long side service taps shall not be located in an area specified to be bored in the tree treatment schedule. Should it be absolutely necessary to locate a long side service tap in an area specified to be bored, the excavation shall be completed as specified in paragraph 1 of this section-Hand digging short side service taps.
5. All water meters and sanitary service leads called out on P&P drawings and visible in the field have been addressed in the Tree Protection Plan. Should any additional meters or lead be found during construction, or in any new meters or leads installed beneath the canopy of any tree, fenced for tree protection, the excavation shall be completed as specified in paragraph 1 and/or 2 of this section and paid for at the unit cost for each included in contract.

I. Pruning of Trees

1. Trees shall be pruned in accordance with the American National Standard for tree pruning, ANSI A300 (Part 1) – 2001 Pruning Revision of ANSI A300-1995 Tree, Shrub and Other Woody Plant Maintenance – Standard Practices. Pruning shall be completed by professional arborists who has received training in proper pruning techniques.
2. Clearance prune designated trees for public streets, sidewalks, and construction areas. Provide minimum 14 feet and maximum of 18 feet of vertical clearance over proposed water trunk lines. Provide minimum of 14 feet and maximum of 16 feet of vertical clearance over proposed street construction, from 24" back of curb on one side to 24" back of curb on the other side. Provide 20' of vertical clearance over proposed storm sewer up to 38" in size, and 30' of vertical clearance for storm sewer larger than 38" in size. Pruning to be installed prior to any construction activity. Contractor shall notify property owner prior to trimming or pruning any trees with trunks located on private property. Exceptions will be made for trees determined to be arboriculturally significant by City of Houston Urban Forestry. Pruning of trees identified will be completed with approval and supervision of City of Houston Urban Forestry.

3. All cuts should be made sufficiently close to the parent limb or trunk without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. All lateral cuts shall be made to a lateral that is least 1/3 the diameter of the parent limb. Clean cuts shall be made at all times.
4. Trees shall be pruned in a manner that will not destroy or alter the natural shape and character of the tree. Apply black latex paint to all fresh wounds on Oak (*Quercus*) species immediately after each cut is made.
5. Crown cleaning prune designated trees shall include selective removal of dead, diseased, and/or broken limbs.

J. Tree Removal

1. Trees scheduled for removal shall be sawed down and debris hauled from the site the same day. The stump shall be ground to 6" below grade and excess grindings shall be hauled from the site the same day, so that a pile of grindings is not left where the stump was ground. Enough grindings should be left so that an open hole does not remain.
2. Only those trees called out for removal in the Tree Treatment Schedule shall be removed, or otherwise damaged. Should it be determined that any additional trees must be removed, a permit must be applied for and approved from the City of Houston Urban Forestry Division prior to removal. Contractor shall contact Urban Forestry at 832-395-8459.

K. Root Stimulation

1. Deep root stimulate designated trees. Mix fertilizer with wetting agent per label instructions.
2. Stimulate entire root zone area within the dripline of the tree and continue 10 feet beyond the dripline, leaving out areas of anticipated root loss (construction areas).
3. Mixture shall be injected into the top 10 inches of soil under pressure of 150 to 200 psi as soil conditions warrant.
4. Mix in a tank with agitation capability per label instructions. Inject the mixture on a 2.5 ft. square grid at 4 lbs, actual nitrogen per 1,000 sq. ft.

- L. Regularly water trees which have received root damage, to eliminate additional stress caused by lack of moisture. Water during periods without adequate rainfall. For example, should 1.0" of rain not be received within a week period, the trees should be thoroughly watered.

March through September, water once every two weeks. October through February, water every three weeks. Water thoroughly to saturate the entire root zone area.

M. Chemically treat tree trunks with evidence of borer activity with the appropriate approved insecticide mixed and applied per the manufacturer's product application recommendations. Trees shall be sprayed within 24 hours after observance of borer activity.

N. Grading and filling around trees.

1. Maintain existing grade within the dripline of trees, unless otherwise indicated.
2. Where existing grade around trees is above new finish grade, under supervision of project urban forester, carefully hand excavate within the dripline to make transition to new finish grade.
3. Where existing grade is below new finish grade, place clean bank sand in a single layer to make the transition to new grade. Do not compact; hand grade to required elevation. Specifically to areas where proposed curb is higher than existing and backfill will be required.

O. Demolition, Forming and Pouring Sidewalks (Sidewalk on Grade)

1. Demolition of existing sidewalks, located in or adjacent to the limits of tree protection fencing, shall be completed without disturbing, cutting, or otherwise damaging tree roots and soil located beneath them.
2. The new sidewalk shall be formed at or above the elevation of the existing sidewalk, without disturbing, cutting or otherwise damaging tree roots. Every effort has been made to address tree root and sidewalk elevation issues with information available in the field and on plan and profile sheets. The elevation of every tree root was not available, if tree roots are found to be in conflict with proposed sidewalk, project engineer and urban forester shall be consulted as to how to install sidewalks with minimal impacts to adjacent trees.
3. Checkerplate shall be installed in areas called out only if tree root elevations prohibit construction of ADA compliant sloped concrete sidewalks. Checkerplate shall be installed per detail.

P. Zero curb cutback

1. Disturbance of tree roots or soil behind the existing and/or proposed curb within root zones of trees designated for zero curb cutback shall be prohibited. If the curb can not be removed without disturbing soil or damaging roots back of curb when using

equipment for demolition, the curb shall be broken using a hand held jackhammer and removed by hand.

2. The exposed roots and soil shall be covered immediately after demolition with 6 mil polyethylene in order to avoid desiccation, and contamination by the lime used for road bed stabilization. The polyethylene shall be placed so that it covers the vertical face of soil back of curb and laid back onto the grade 12 inches back of curb. The polyethylene should remain in place, across the entire area specified for zero curb cutback, from the time the existing curb is demolished until the time when the new curb is formed and backfilled. The polyethylene can be pulled up from the vertical face while the road bed is being graded or mixed, to avoid catching the plastic with machinery, but shall be replaced immediately after equipment has completed. The vertical face shall not be exposed for more than 8 hours in any 24 hour period.
3. There shall be no stabilization back of curb in the zero curb cutback areas, or forming with steel forms. The existing grade and roots back of existing curb shall not be disturbed. This may require forming of the new street with wooden forms with stakes inside forms, which may require leaving the forms in place after the street is poured. Should wooden forms be utilized, the wood shall be at minimum a 2x6. The new curb may require hand finishing, as a slip curb machine may not have adequate clearance without disturbing the roots that are to be protected with the zero curb cutback.
4. Roots extending into the street, or on top of the existing curb, in areas to paved shall be cut and removed by hand prior to disturbance or removal with equipment. Roots shall be pruned flush with the proposed back of curb. Roots one inch in diameter and larger shall be cut in a manner to provide a smooth, clean cut surface. Cuts shall be made with the appropriate pruning shears or pruning saws. Roots shall not be chopped or broken.
5. In areas where proposed curb will be may be lower than existing top of curb and tree roots 2" diameter or larger are present, the soil and roots shall not be graded or laid back. The existing elevation shall be maintained and the curb formed to meet elevation or a short elevation difference roots and top of curb maintained.

Q. Demolition, Forming and Pouring of Drive Way Approaches

1. Demolition of existing driveway approaches located beneath the dripline of any tree shall be completed without disturbing, cutting, or otherwise damaging tree roots and soil located beneath them.
2. The new approach shall be formed at or above the elevation of the existing approach where tree roots 2" diameter or larger are present, without disturbing, cutting or

otherwise damaging tree roots. Maximum drive slopes may be needed at bottom of apron to allow forming of drive over tree roots at top of drive. As with sidewalks, the elevation of every tree roots was not available in design. If tree roots are found to be in conflict with proposed approach, project engineer and urban forester shall be consulted as to how to install drive way with minimal impacts to adjacent trees.

R. Replacement Trees for Tree Removals under Ordinance

1. Location, species, and size of replacement trees are indicated on the drawings. Contractor shall layout individual trees at locations shown on drawings. Contractor shall layout individual trees at locations shown on drawings and be responsible for utility locate requirements. In case of conflicts, notify City Engineer and City Urban Forestry before proceeding with work. Trees shall be laid out and locations approved by City Engineer prior to planting.
2. Trees shall meet and be planted according to City of Houston Standard Specification 02915.

S. Arborist and Urban Forester Qualifications

1. Arborist – Employ qualified arborist acceptable to City’s Parks and Recreation Department to complete all tree treatments. Arborist shall be normally engaged in the field and have a minimum of 5 years experience. Qualifications of the selected arborist shall be submitted for review and approval by the project engineer and City of Houston.
2. Urban Forester – An Urban forester shall be hired to monitor and assist with field layout (exact locations of fencing, root pruning, and zero curb cutback) of the tree preservation program during demolition and construction to ensure tree protection procedures and techniques are practiced as specified to address concerns and conditions which occur in the field. At a minimum, the individual responsible for monitoring and field layout of the tree protection shall have a minimum of 5 years of experience as a consultant, and shall not be affiliated with a tree care contractor in the Houston area. Qualifications of the selected urban forester shall be submitted for review and approval by the project engineer and City of Houston Urban Forestry Department.

END OF SECTION

Section 01562S

TREE AND PLANT PROTECTION

The following supplement modifies Section 01562 – TREE AND PLANT PROTECTION Standard Specification. Where a portion of the Specification is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

PART 1 – GENERAL

1.02 MEASUREMENT AND PAYMENT: **Replace Paragraph A. and Add Paragraph E.**

- A. Payment for Tree Protection, including tree pruning, shall be paid as a Lump Sum basis that shall include all items specified in this section unless payment is specified otherwise in this section.
- E. Payment for Tree Removal shall be paid for each tree removed per range of caliper sizes for the sizes as indicated on plan sheets (that is payment based on plan quantity/sizes).

PART 3 – EXECUTION

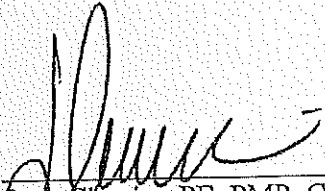
3.01 PROTECTION OF EXISTING TREES AND SHRUBS: **Replace Paragraph J. 2. and Add Paragraph J. 3.**

J. Tree Removal

2. Only those trees called out for removal in the Tree Treatment Schedule, and confirmed in field review with Houston Public Works, Houston Forestry, and EOR shall be removed, or otherwise damaged. Should it be determined that any additional trees must be removed, a permit must be applied for and approved from the City of Houston Forestry Division prior to removal. Contractor shall contact Forestry at 713-867-0379 for tree removal permits.
3. Do not remove any tree without first following this procedure:

- Tag trees for removal
- Place door hanger stating to resident "Tagged trees to be removed, contact inspector with any questions."

- Before removing tree, Inspector to confirm resident has no concerns.
- If resident has concerns with tree removal, review with Houston Forestry (City Arborist) and Engineer of Record for potential changes that may preserve the tree.

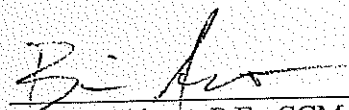


Juan Chavira, PE, PMP, CEM
Assistant Director
Capital Projects
Houston Public Works

1/24/2020

Date

Reviewed or Specification Conformance:



Brian P. Alcott, P.E., CCM
Design and Construction Standards
Houston Public Works

1/28/2020

Date

Distribution:

File No. M-420HUD-004-3 (3.6)

H:\ACP_INF\Projects\South Sector\M-420HUD-004A Northside-Northline\Engineering\3.0 FINAL DES (Ph 2)\3.6
Design ExceptionsChanges\Supplemental Specification M-420HUD-004A-3 11.18.19_mod.docx

Section 02221

REMOVING EXISTING PAVEMENTS,
STRUCTURES, WOOD, AND DEMOLITION DEBRIS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removing concrete paving, asphaltic concrete pavement, brick pavement and base courses.
- B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
- C. Removing pipe culverts, sewers, and sewer leads.
- D. Removing waterlines and water services lines including asbestos cement pipe per OSHA guidelines.
- E. Removing existing inlets and manholes.
- F. Removing and disposing of pre-stressed concrete beams and drill shafts.
- G. Removing miscellaneous structures of concrete or masonry.
- H. Removing existing bridge.
- I. Removing existing wood and demolition debris.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for removing and disposing of asphaltic surfacing with or without base, regardless of thickness encountered, is on square yard basis measured between lips of gutters.
 - 2. Payment for removing and disposing of reinforced concrete pavement, with or without asphalt overlay, regardless of its thickness, is on square yard basis measured from back- to-back of curbs. Payment includes concrete pavement, esplanade curbs, curbs and gutters, and paving headers.
 - 3. Payment for removing and disposing of cement stabilized shell base course, with or without asphaltic surfacing, is on square yard basis.

4. Payment for removing and disposing of concrete sidewalks and driveways is on square yard basis.
5. Payment for removing asphaltic pavement surface by milling shall be in accordance with Section 2960 - Milling Pavement.
6. Payment for removing and disposing of miscellaneous concrete and masonry is on cubic yard basis of structure in place.
7. Payment for removing and disposing of pipe culverts, sewers, and sewer leads, is on linear foot basis for each diameter and each material type of pipe removed.
8. Payment for removing and disposing of waterlines and water service lines including asbestos cement pipe is on linear foot basis for each diameter pipe and each material type of pipe removed.
9. Payment for removing and disposing of existing inlets is on unit price basis for each inlet removed.
10. Payment for removing and disposing of prestressed concrete piles and drill shafts is on linear foot basis.
11. Payment for removing and disposing of existing bridge, including piles and abutments to minimum of 4 feet below ground level, is on a lump sum basis.
12. Payment for removing and disposing of existing manholes is on unit price basis for each manhole removed.
13. Payment for removing and disposing of miscellaneous wood and demolition debris is on cubic yard basis.
14. No payment for saw cutting of pavement, curbs, or curbs and gutters will be made under this section. Include cost of such work in unit prices for items listed in bid form requiring saw cutting.
15. No payment will be made for work outside maximum payment limits indicated on Drawings, or for pavements or structures removed for Contractor's convenience.
 - a. For utility installations: Match actual pavement replaced but no greater than maximum pavement replacement limits shown on Drawings. Limits of measurement will be as shown on Street Cut Pavement Replacement Rules.
16. Refer to Section 01270 - Measurement and Payment for unit price procedures

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work

in this Section is included in total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate removal work with utility companies.
- C. For removal of asbestos containing materials, or material that could potentially contain asbestos, comply with applicable provisions of OSHA 29 CFR 1926.1101 – Asbestos, OSHA 29 CFR 1926.32 – General Safety and Health Provisions, and EPA 40 CFR 61 Subpart M – National Emission Standard for Asbestos.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

- A. Obtain advance approval from Project Manager for dimensions and limits of removal work.
- B. Identify known utilities below grade. Stake and flag locations.
- C. For removal of asbestos-containing materials, or materials that could potentially contain asbestos, comply with the following:
 - 1. Crew members must be trained in accordance with OSHA 29 CFR 1926.1101 – Asbestos.
 - 2. Conduct negative exposure assessment to demonstrate asbestos exposure below permissible exposure limit (PEL) in accordance with OSHA 29 CFR 1926.1101 – Asbestos and EPA 40 CFR 763 – Asbestos.
 - 3. If negative exposure assessment not conducted, or if results are above PEL, provide respiratory protection in accordance with Paragraph 3.02 of this Section.

3.02 PROTECTION

- A. Protect following from damage or displacement:
 - 1. Adjacent public and private property.
 - 2. Trees, plants, and other landscape features designated to remain.
 - 3. Utilities designated to remain.

4. Pavement and utility structures designated to remain.
5. Bench marks, monuments, and existing structures designated to remain.

B. When required, provide respiratory protection in accordance with OSHA 29 CFR 1910.134 – Respiratory Protection, and National Institute of Occupational Safety and Health (NIOSH).

3.03 REMOVALS

- A. Remove pavements and structures by methods that will not damage underground utilities. Do not use drop hammer near existing underground utilities.
- B. Minimize amount of earth loaded during removal operations.
- C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to minimum depth of 2 inches.
- D. When street and driveway saw cut location is greater than one-half of pavement lane width, remove pavement for full lane width or to nearest longitudinal joint as directed by Project Manager.
- E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
- F. Where existing end of pipe culvert or end of sewer is to remain, install 8-inch-thick masonry plug in pipe end prior to backfill in accordance with requirements of Section 02316 - Excavation and Backfill for Structures.
- G. Labeling of Asbestos Cement (AC) Pipe:
 1. Label leak-tight container with warning statement of hazardous asbestos content in accordance with OSHA 29 CFR 1926.1101 and as noted below.
 2. Label waste material with following warning:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

3. Neatly print labels in letters of sufficient size and contrast so label is easily visible and legible.

3.04 BACKFILL

- A. Backfill of removal areas shall be in accordance with requirements of Section 02316 - Excavation and Backfill for Structures.

3.05 DISPOSAL

- A. Inlet frames, grates, and plates; and manhole frames and covers, may remain City property. Disposal shall be in accordance with requirements of Section 01576 - Waste Material Disposal.
- B. Remove from site, debris resulting from work under this section in accordance with requirements of Section 01576 - Waste Material Disposal.
- C. For asbestos-containing materials:
 - 1. Comply with 40 CFR Part 61 and 30 TAC Sections 330.137(b) for Industrial Class 1 waste.
 - 2. Inspect load to ensure correct packaging and labeling.
 - 3. Line vehicles with two layers of 6-mil polyethylene sheeting.
 - 4. Remove asbestos-containing waste from site daily.

END OF SECTION

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

3. Neatly print labels in letters of sufficient size and contrast so label is easily visible and legible.

3.05 DISPOSAL: Add the following Paragraph C:

C. For asbestos-containing materials:

1. Comply with 40 CFR Part 61 and 30 TAC Sections 330.137(b) for Industrial Class 1 waste.
2. Inspect load to ensure correct packaging and labeling.
3. Line vehicles with two layers of 6-mil polyethylene sheeting.
4. Remove asbestos-containing waste from site daily.

END OF SUPPLEMENT

Approved by:



Mark L. Loethen, P.E., CFM, PTOE
City Engineer
Department of Public Works & Engineering

11/17/2012

Date

Section 02315

ROADWAY EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation and compaction of materials for roadways and roadside ditches.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.

1. Payment for roadway excavation, with or without subgrade, is on cubic yard basis. Unless specified otherwise under the borrow (off-site) material or embankment fill work item, measurement for payment shall be based on the cut quantity shown on the drawing.
 2. No payment will be made for material excavated under the following conditions:
 - a. More than 2 feet outside of vertical planes behind back of curbs
 - b. For portion within limits of trench for utilities 24-inch and greater constructed by open-cut methods
 - c. As indicated otherwise on Drawings.
 3. Measurement for the bid item "Regrade Ditches" is on a linear foot basis. No separate payment will be made for reshaping and regrading roadway ditch shoulder slope and side slope adjacent to installed temporary pavement upon removal of temporary pavement.
 4. If specified, off-site borrow material including placement and compaction will be paid by final in-place quantity on cubic yard basis.
 5. If specified and shown on the drawing, embankment fill including placement and compaction will be paid by final in-place quantity on cubic yard basis.
 6. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400ft-lbf/ft³ (600 kN-m/m³)).
- B. ASTM D 2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
- C. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- D. ASTM D 6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide topsoil conforming to requirements of Section 02911 - Topsoil.
- B. Provide backfill which is excavated material, graded free of roots, lumps greater than 6 inches, rocks larger than 3 inches, organic material, and debris.
- C. Provide structural backfill which is select material meeting following requirements:
 - 1. Plasticity index: not less than 12 nor more than 20.
 - 2. Maximum liquid limit: 45

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, and datum. Coordinate with Section 01725 - Field Surveying.
- B. Identify and flag surface and aerial utilities.
- C. Notify utility companies to remove or relocate utilities.
- D. Identify, stake, and flag known utility locations below grade. Make temporary or permanent relocation of underground pipes, ducts, or utilities where indicated on Drawings.
- E. Upon discovery of unknown or badly deteriorated utilities, or concealed conditions, discontinue work. Notify Project Manager and obtain instructions before proceeding in such areas.

- F. Obtain approval of top soil quality before excavating and stockpiling.

3.02 PROTECTION

- A. Protect following from damage or displacement:
 - 1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.
 - 2. Utilities either above or below grade, which are to remain.

3.03 TOPSOIL REMOVAL

- A. Strip off topsoil from area to be excavated to minimum depth of 6 inches, unless indicated otherwise on Drawings.
- B. Stockpile topsoil in designated location for reuse. Stockpile topsoil to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SOIL EXCAVATION

- A. Excavate to lines and grades shown on Drawings.
- B. Remove unsuitable material not meeting specifications. Backfill with embankment materials and compact to requirements of Section 02330 - Embankment.
- C. Record location and plug and fill inactive water and oil wells. Conform to Texas Department of Health, Texas Natural Resource Conservation Commission, and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.
- D. At intersections, grade back at minimum slope of one inch per foot. Produce smooth riding junction with intersecting street. Maintain proper drainage.
- E. When area is inadvertently over excavated, fill area in accordance with requirements of Section 02330 - Embankment at no additional cost to City.

- F. Remove material not qualified for use and excess soil not being reused from site in accordance with requirements of Section 01576 - Waste Material Disposal.

3.05 COMPACTION

- A. Maintain optimum moisture content of subgrade to attain required density.
- B. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:
 - 1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.06 TOLERANCES

- A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section, or in 16-foot length.

3.07 FIELD QUALITY CONTROL

- A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.
- B. Test and analysis of soil materials will be performed in accordance with ASTM D 4318, ASTM D 2216, and ASTM D 698.
- C. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 6938.
- D. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway.
- E. When tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to City.

3.08 PROTECTION

- A. Prevent erosion at all times. Maintain ditches and cut temporary swales to allow natural drainage in order to avoid damage to roadway. Do not allow water to pond.
- B. Distribute construction traffic evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Protect exposed areas having high moisture content from wheel loads that cause rutting.
- C. Maintain excavation and embankment areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density.

END OF SECTION

Section 02315S

ROADWAY EXCAVATION

The following supplement modifies Section 02315 – Roadway Excavation Standard Specification. Where a portion of the Specification is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

PART 1 GENERAL

1.01 SECTION INCLUDES: *Add the following new paragraphs 1.01.C and 1.01.D.*

- C. Excavation and compaction of materials for detention basins.
- D. Excavation and compaction of materials for new swales or ditches.

1.02 MEASUREMENT AND PAYMENT: *Add the following new paragraphs 1.02.A.7 and 1.02.A.8.*

- A. Unit Prices.
 - 7. Payment for "Excavate and compact detention basin(s)" is on a cubic yard basis. Quantities and payment shall be verified using truck tickets. Payment includes disposal of all excess silt, earthen materials and debris in accordance with Specification Section 01576 – Waste Material Disposal.
 - 8. Payment for "Excavate and grade new swale or ditch" is on a linear foot basis. Payment includes disposal of all excess silt, earthen materials and debris in accordance with Specification Section 01576 – Waste Material Disposal.

PART 3 EXECUTION: *Add the following new paragraphs 3.09, 3.10 and 3.11.*

3.09 REGRADE DITCHES

- A. Work shall consist of excavating ditches, rectifying and /or altering ditches, placement of erosion control measure(s), and grading side slopes and flowlines to grades and elevations shown on Contract Drawings or as directed by Project Manager.
- B. Work shall consist of the removal and/or proper utilization of excavated materials to ensure proper drainage of project area.

3.10 EXCAVATE AND COMPACT DETENTION BASIN(S)

- A. Work shall consist of excavating detention basin(s), placement of erosion control measure(s), and grading side slopes and flowlines to grades and elevations shown on Contract Drawings or as directed by Project Manager.
- B. Work shall consist of the removal and/or proper utilization of excavated materials to ensure proper drainage of project area.

3.11 EXCAVATE AND GRADE NEW SWALE OR DITCH

- A. Work shall consist of excavating swales or ditches, placement of erosion control measure(s), and grading side slopes and flowlines to grades and flowlines shown on Contract Drawings or as directed by Project Manager.
- B. Work shall consist of the removal and/or proper utilization of excavated materials to ensure proper drainage of project area.

END OF SUPPLEMENT

Approved by:



Dane F. Schneider, P.E.
Managing Engineer
Storm Water Engineering Section
Engineering and Construction Division

04-11-2014

Date

Section 02318

EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment applicable to extra unit price work items for excavation and backfill made necessary by unusual or unforeseen circumstances encountered during utility installations.
- B. Extra unit price work for excavation and backfill is paid only when authorized in advance by Project Manager.

1.02 MEASUREMENT AND PAYMENT

A. UNIT PRICES

1. Excavation Around Obstructions: Payment for excavation around obstructions is on cubic yard basis, measured in place, without deduction for volume occupied by portions of pipes, ducts, or other structures left in place across trenches excavated under this item.
2. Extra Hand Excavation: Payment for extra hand excavation is on cubic yard basis, measured in place.
3. Extra Machine Excavation: Payment for extra machine excavation is on cubic yard basis, measured in place.
4. Extra Placement of Backfill Material: Payment for extra placement of backfill material is on cubic yard basis, measured in place, for material installed as part of Work. At discretion of Project Manager, measurement of cubic yards may be calculated from volume of Extra Hand Excavation or Extra Machine Excavation for which replacement is made, minus volume of any Extra Placement of Granular Backfill authorized in conjunction with Work.
5. Extra Placement of Granular Backfill: Payment for extra placement of granular backfill material is on cubic yard basis, measured in place.
6. Extra Select Backfill: Payment for extra select backfill is on cubic yard basis, measured in place for a theoretical minimum trench width. The project Manager may authorize extra select backfill when soil from the excavation work does not include adequate quantities for placement of suitable on-site material (random backfill).
7. Refer to Section 01270 – Measurement and payment for unit price procedures.

1.03 DEFINITIONS

- A. Excavation Around Obstructions: Excavation necessitated by obstruction of pipes (other than service connections 3 inches in diameter or less), ducts, or other structures, not shown on Drawings, and of an unusual or unforeseen nature which interfere with installation of utility piping by normal methods of excavation or auguring.
- B. Extra Hand Excavation: Excavation by manual labor made necessary by unusual or unforeseen circumstances at locations approved in advance by Project Manager.
- C. Extra Machine Excavation: Excavation by machine at or near project site to perform related work not included in original project scope but added for convenience of City, as approved in advance by Project Manager.
- D. Extra Replacement of Backfill Material: Handling, backfill, and compaction of excavated material authorized under extra work bid items for Extra Hand Excavation or Extra Machine Excavation. Placement and compaction shall conform to requirements specified for excavation and backfill in Sections 02316 – Excavation and Backfill for Structures and 02317 – Excavation and Backfill for Utilities.
- E. Extra Placement of Granular Backfill: Hauling, placing, and compacting granular backfill materials as approved by Project Manager in conjunction with Extra Replacement of Backfill Material. Materials placed under this item shall conform to requirements for Bank Run Sand, Cement Stabilized Sand, Concrete Sand, Gem Sand, Crushed Stone, or Crushed Concrete specified for backfill material in Sections 02316 – Excavation and Backfill for Structures and 02317 – Excavation and Backfill for Utilities.
- F. Extra Select Backfill: Unsuitable material removed from the project and select backfill material hauled to the project, or conditioning unsuitable material on the site to make it select backfill. Provide select backfill material specified in Section 02320 – Utility Backfill Materials.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

Section 02318S

EXTRA UNIT PRICE WORK FOR EXCAVATION AND BACKFILL

The following supplements modify Section 02318 Extra Unit Price Work for Excavation and Backfill. Where a portion of the Specification is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

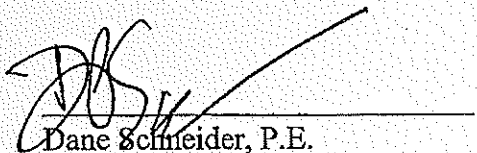
PART 1 GENERAL

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices: Add paragraph 8.

8. Measurement and Payment for the bid item "Extra Cement Stabilized Sand" is on a cubic yard basis, measured in place.

Approved by:



Dane Schneider, P.E.
Managing Engineer,
Storm Water Engineering Section
Engineering and Construction Division

08-26-2013

Date

END OF SECTION

Section 02511

WATER LINES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of water lines.
- B. Specifications identify requirements for both small diameter water lines and large diameter water lines. When specifications for large diameter water lines differ from those for small diameter water lines, large diameter specifications will govern for large diameter pipe.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices:

1. Payment for water lines installed by open-cut, or trenchless construction or aerial crossing, with or without restrained joint, with or without welded joints, with or without thrust blocks, with or without casing, within limits of pipe offset section or within limits of Potentially Petroleum Contaminated Area (PPCA) or within limits of Fault Hazard Zone (FHZ) is on linear foot basis for each size of pipe installed. Separate pay items are used for each type of installation.
 - a. Mains: Measure along axis of pipe and include fittings and valves.
 - b. Branch Pipe: Measure from axis of water line to end of branch.
2. Payment for interconnection is on lump sum basis for each interconnection identified on Drawings. Payment will include tapping sleeve and valves piping, connections and other related work necessary for construction as shown on Drawings or specified herein.
3. Payment for removal of existing internal elliptical or dished head plug is on unit price basis for each internal elliptical or dished head plug removed. Payment will include deletion of plug, drainage or dewatering of water lines, repair of damaged linings, rechlorination and items incidental to operation.
4. Payment for plug and clamp is on a unit price basis for each size of pipe.
5. Payment for drainline connection with service manhole is on unit price basis for each drainline shown on drawings. Payment includes valve, access manhole and connection.

6. Payment for cylindrical corrosion barriers is on a unit price basis for each pipe fitting installed with one or more barriers.
 7. When directed by Project Manager to install extra fittings as required to avoid unforeseen obstacles, payment will be based on the following:
 - a. Each extra fitting requested by Project Manager and delivered to jobsite will be paid according to unit price for "Extra Fittings in Place."
 - b. Payment will include and be full compensation for items necessary for installation and operation of water line.
 8. No separate payment will be made for bell protection system for PVC pipe. Include cost in related unit price work.
 9. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum): If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ANSI A 21.11/AWWA C111 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- B. ANSI/NSF Standard 61 - Drinking Water System - Health Components.
- C. ASTM A 36 - Standard Specification for Carbon Structural Steel.
- D. ASTM A 193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
- E. ASTM A 536 - Standard Specification for Ductile Iron Castings.
- F. ASTM A 126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- G. ASTM B 21 - Standard Specification for Naval Brass Rod, Bar, and Shapes.
- H. ASTM B 98 - Standard Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.
- I. ASTM B 301 - Standard Specification for Free-Cutting Copper Rod, Bar, Wire, and Shapes.
- J. ASTM B 584 - Standard Specification for Copper Alloy Sand Casting for General Application.
- K. ASTM E 165 - Standard Practice for Liquid Penetrant Testing for General Industry.

- L. ASTM E 709 - Standard Guide for Magnetic Particle Testing.
- M. ASTM F 1674 - Standard Test Method for Joint Restraint Products for Use with PVC Pipe.
- N. AWWA C 206 - Standard for Field Welding of Steel Water Pipe.
- O. AWWA C 207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 Inches through 144 Inches.
- P. AWWA C 210 - Liquid Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
- Q. AWWA C 222 - Polyurethane Coatings and Linings for Steel Water Pipe and Fittings.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Conform to submittal requirements of applicable Section for type of pipe used.
- C. Photographs: Submit photographs conforming to requirements of Section 01321 - Construction Photographs prior to commencement of construction.
- D. Submit videotapes conforming to requirements of Section 01323 - Construction Videotapes, if applicable.
- E. Submit Lone Star notification transmittal number prior to beginning excavation.
- F. Submit, a minimum of 15 days before beginning pipe laying operations, layout drawing identifying proposed sections for disinfecting, hydrostatic testing and site restoration for entire project for review and approval. Layout drawing to identify sequence of sections for:
 - 1. Disinfection; not to exceed 4,000 linear feet per section.
 - 2. Hydrostatic testing and transfer of services; to immediately follow sequence of disinfected section.
 - 3. Site restoration; not to exceed limits specified; sequence in order of disturbance.
- G. For water lines to be field welded, submit proof of certification of field welders per AWWA C206. Indicate certified procedures and position each welder is qualified to perform. Provide documentation of the most recent weld qualification test date and continuity of use in each process for which the welder or welding operator is required.

PART 2 PRODUCTS

2.01 PIPE MATERIALS

- A. Install pipe materials which conform to following:
 - 1. Section 02501 - Ductile Iron Pipe and Fittings.
 - 2. Section 02502 - Steel Pipe and Fittings. Water line piping within plant site and aerial crossings to be welded joint steel pipe with flange or approved restraint joint connections, unless otherwise shown on Drawings.
 - 3. Section 02506 - Polyvinyl Chloride Pipe.
 - 4. Section 02507 - Prestressed Concrete Cylinder Pipe.
 - 5. Section 02509 – Fiberglass Reinforced Pipe for Pressure Mains
 - 6. Section 02518 - Steel Pipe and Fittings for Large Diameter Water Lines.
 - 7. Section 02613 - Bar Wrapped Steel Cylinder Pipe.
- B. Conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and have certified by an organization accredited by ANSI.
- C. Type of pipe materials used is Contractor's option unless specifically identified on Drawings.
- D. Provide minimum of 3/8 inch inside joint recess between ends of pipe in straight pipe sections.

2.02 WELDED JOINT PROTECTION FITTING FOR SMALL DIAMETER STEEL PIPE

- A. Cylindrical Corrosion Barrier: Provide approved cylindrical corrosion barrier.
- B. O-rings: Conform to National Sanitary Foundation requirements.

2.03 RESTRAINED JOINTS

- A. Ductile-Iron Pipe: See Section 02501 - Ductile Iron Pipe and Fittings.
- B. PVC Pipe: See Section 02506 - Polyvinyl Chloride Pipe. Perform hydrostatic testing in accordance with ASTM F 1674.
- C. Prestressed Concrete Cylinder Pipe, Bar-Wrapped Pipe and Steel Pipe: Welded joints (see Paragraph 3.06.C).
- D. Except for trenchless installation, restrained Joints where required on DIP and PVC pipe are allowed with the following requirements as an alternative to the pipe with an integral restrained joint system:
 - 1. Restraint Devices: Manufacture of high-strength ductile iron, ASTM A 536. Working

pressure rating twice that of design test pressure.

2. Bolts and Connecting Hardware: High-strength low-alloy material in accordance with ANSI A21.11/AWWA C111.

E. For ductile iron or PVC pipes in augered holes, provide restrained joints that are integral to both the bell and spigot ends, and do not extend beyond or increase the outside diameter of the bell.

F. For small diameter water lines crossing under sanitary sewer lines or laterals, provide ductile iron pipe with locking or bolted type restrained joints.

2.04 COUPLINGS AND APPURTENANCES FOR LARGE DIAMETER WATERLINE

A. Flexible (Dresser-type) Couplings:

1. Install where shown on Drawings or where allowed by Project Manager for Contractor's convenience. Use galvanized flexible couplings when installed on galvanized pipe which is cement lined, or when underground. Provide gaskets manufactured from neoprene or Buna-N.
2. For steel pipe, provide approved sleeve-type flexible couplings. Thickness of middle ring equal to or greater than thickness of pipe wall.
3. Provide approved flanged adapter couplings for steel pipe.
4. Use ASTM A193 Grade B7 high strength steel bolts and ASTM A194 heavy hex nuts where flexible couplings are installed underground. Provide cadmium plated hardware. Coat entire coupling with Denso or approved equal petrolatum-based tape.

B. Flap Valves: Provide approved flap valves on discharge of manhole drainline as shown on Drawings.

1. Body and Flap: ASTM A 126-B cast iron.
2. Seats: ASTM B 21-CA482 or ASTM B 301-CA145 bronze.
3. Resilient Seat:
4. Hinge Arms: ASTM B 584-CA865 high tensile bronze.
5. Hinge Pins: ASTM B 98-CA655 silicon bronze.

2.05 COUPLINGS AND APPURTENANCES FOR LARGE DIAMETER WATERLINE

- A. Install Flexible Expansion Joints at locations indicated on drawings, within limits of Fault Hazard Zone (FHZ), in accordance with the manufacturer's recommendation.

PART 3 EXECUTION

3.01 PREPARATION

- A. Conform to applicable installation specifications for types of pipe used.
- B. Employ workmen who are skilled and experienced in laying pipe of type and joint configuration being furnished. Provide watertight pipe and pipe joints.
- C. Lay pipe to lines and grades shown on Drawings.
- D. Confirm 9 feet minimum separation from gravity sanitary sewers and manholes or separation of 4 feet minimum from force mains as specified in this Section in all directions unless special design is provided on Drawings.
- E. Where above clearances cannot be attained, and special design has not been provided on Drawings, obtain direction from Project Manager before proceeding with construction.
- F. Inform Project Manager if unmetered sprinkler or fire line connections exist which are not shown on Drawings. Make transfer only after approval by Project Manager.
- G. For projects involving multiple subdivisions or locations, limit water line installation to maximum of two project site locations. Maximizing two pipe installation crews shall be permitted, unless otherwise approved by Project Manager.
- H. City of Houston Drinking Water Operations will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections and for chlorination. Contractor is responsible for handling necessary installations and removal of blow-offs, chlorination and testing taps, and risers.
- I. If asbestos-cement (A.C.) pipe is encountered, follow safety practices outlined in OSHA 29 CFR 1926.1101 – Asbestos. Refer to Section 02221 - Removing Existing Pavements and Structures for removing and disposing of A.C. Pipe.
- J. For pipe diameters 36 inches and greater, clearly mark each section of pipe and fitting with unique designation on inside of pipe along with pressure class. Locate unique identifying mark minimum of 5 feet away from either end of each section of pipe. Provide one unique identifying mark in middle of each fitting. Place markings at consistent locations. Use permanent black paint and minimum letter height of 4 inches to mark designations.
- K. Contractor is responsible for assuring chosen manufacturer fulfills requirements for extra fittings and, therefore, is responsible for costs due to downtime if requirements are not met.
- L. Do not remove plugs or clamps during months of peak water demands; June, July and August, unless otherwise approved by Project Manager.

3.02 HANDLING, CLEANING AND INSPECTION

A. Handling:

1. Place pipe along project site where storm water or other water will not enter or pass through pipe.
2. Load, transport, unload, and otherwise handle pipe and fittings to prevent damage of any kind. Handle and transport pipe with equipment designed, constructed and arranged to prevent damage to pipe, lining and coating. Do not permit bare chains, hooks, metal bars, or narrow skids or cradles to come in contact with coatings. Where required, provide pipe fittings with sufficient interior strutting or cross bracing to prevent deflection under their own weight.
3. Hoist pipe from trench side into trench by means of sling of smooth steel cable, canvas, leather, nylon or similar material.
4. For large diameter water lines, handle pipe only by means of sling of canvas, leather, nylon, or similar material. Slings shall be wide enough so as to not tear or wrinkle tape layers.
5. Use precautions to prevent injury to pipe, protective linings and coatings.
 - a. Package stacked pipe on timbers. Place protective pads under banding straps at time of packaging.
 - b. Pad fork trucks with carpet or other suitable material. Use nylon straps around pipe for lift when relocating pipe with crane or backhoe.
 - c. Do not lift pipe using hooks at each end of pipe.
 - d. Do not place debris, tools, clothing, or other materials on pipe.
 - e. Place pipe on timbers, tires or soil berms at the jobsite. Do not place pipe directly on ground.
6. Repair damage to pipe or protective lining and coating before final acceptance.
7. For cement mortar lined and coated steel pipe and PCCP, permit no visible cracks wider than 1/16"
 - a. In surface laitance of centrifugally cast mortar.
 - b. In sections of pipe with steel reinforcing collars or wrappers.
 - c. Within 12 inches of pipe ends.
8. Repair pipe with visible cracks that exceed project specifications. If cracks cannot be

repaired to specification remove from project site.

- B. Cleaning: Thoroughly clean and dry interior of pipe and fittings of foreign matter before installation, and keep interior clean until Work has been accepted. Keep joint contact surfaces clean until jointing is completed. Do not place debris, tools, clothing or other materials in pipe. After pipe laying and joining operations are completed, clean inside of pipe and remove debris.
- C. Inspection: Before installation, inspect each pipe and fitting for defects. Reject defective, damaged or unsound pipe and fittings and remove them from site.

3.03 EARTHWORK

- A. Conform to applicable provisions of Section 02317 - Excavation and Backfill for Utilities.

3.04 PIPE CUTTING

- A. Cut pipe 12 inches and smaller with standard wheel pipe cutters. Cut pipe larger than 12 inches in manner approved by Project Manager. Make cuts smooth and at right angles to axis of pipe. Bevel plain end with heavy file or grinder to remove sharp edges.

3.05 PIPING INSTALLATION

- A. General Requirements:

1. When trench width below top of pipe becomes 4 feet wider than specified, install higher class of pipe or improved bedding, as determined by Project Manager. No additional payment will be made for higher class of pipe or improved bedding.
2. Lay pipe in subgrade free of water.
3. Properly form bedding to fully support bell without wedging or blocking up bell.
4. Open Cut Construction: Cover or backfill laid pipe if pipe laying operations are interrupted and during non-working hours. Place backfill carefully and simultaneously on each side of pipe to avoid lateral displacement of pipe and damage to joints. If adjustment of pipe is required after it has been laid, remove and re-lay as new pipe. Lay not more than 50 feet of pipe in trench ahead of backfilling operations.
5. Prevent damage to coating when placing backfill. Use backfill material free of large rocks or stones, or other material which could damage coatings.

- B. Install pipe continuously and uninterrupted. Obtain approval of Project Manager prior to skipping any portion of Work.

1. Before assembling couplings, lightly coat pipe ends and outside of gaskets with pipe lubricant, cup grease or liquid vegetable soap to facilitate installation.
2. Prior to proceeding with critical tie-ins, submit sequence of work based on findings

from "critical location" effort.

3. Use adequate surveying methods and equipment; employ personnel competent in use of this equipment. Horizontal and vertical deviations from alignment as indicated on Drawings shall not exceed 0.10 feet. Measure and record "as- built" horizontal alignment and vertical grade at maximum of every 100 feet on record drawings.
- C. Protection of Pipeline: Securely place stoppers or bulkheads in openings and in end of line when construction is stopped temporarily and at end of each day's work.
- D. Perform Critical Location as shown on Drawings. Refer to Section 02317 - Excavation and Backfill for Utilities for additional requirements at critical locations.
- E. Assessment of deflection may be measured by Project Manager at location along pipe. Arithmetical averages of deflection or similar average measurements will not be deemed as meeting intent of standard. Refer to pipe material specifications for maximum allowable pipe deflection.
- F. Perform following additional procedures when working on plant sites.
 1. Seventy-two hours prior to each plant shutdown or connection, schedule coordination meeting with Project Manager and Water Production personnel. At this meeting, present proposed sequencing of Work and verification of readiness to complete Work as required and within time permitted. Do not proceed with Work until Project Manager agrees key personnel, equipment and materials are on hand to complete Work.
 2. Prior to fully excavating around existing piping, excavate as minimal as possible to confirm type and condition of existing joints. Verify size, type, and condition of pipe prior to ordering materials or fully mobilizing for Work.
 3. Do not proceed with connections to existing piping and identified critical stages of work unless approved by Project Manager and City's Utility Maintenance Division operator is present to observe.
 4. Coordinate with City Drinking Water Operations to obtain reduction in operating pressures prior to performing connections to existing piping.
 5. Make connections to existing piping only when two valves are closed off between connection and source of water pressure. Do not make connection relying solely on one valve, unless otherwise approved by Project Manager.
 6. Perform critical stages of Work identified on Drawings at night or during low water demand months as specified in Section 01110 - Summary of Work.
 7. Excavation equipment used on plant sites to have smooth bucket; no teeth or side cutters.

8. Submit to Project Manager Lone Star Notification transmittal number prior to beginning excavation.
 9. Before each "dig" with mechanical excavator, probe ground to determine potential obstructions. Repeat procedure until existing pipe is located or excavation reaches desired elevation. Perform excavations within one foot to existing piping by hand methods.
 10. Provide adequate notice to Project Manager and pipe manufacturer's representative when connecting or modifying existing prestressed or pretension concrete cylinder pipe.
 11. Provide field surveyed (horizontal and vertical elevations) "as-builts" of new construction and existing underground utilities encountered. Submit in accordance with Section 01330 - Submittal Procedures.
 12. Prior to performing plant work to be done on weekend, provide list of sites and contact person with phone numbers to Project Manager by noon on Thursday of week. Contact person must be accessible during weekend, have Houston Metro Area phone number, and be authorized to make emergency decisions.
 13. No night work or plant shutdown will be scheduled to begin two working days before or after designated City Holidays.
- G. For tie-ins to existing water lines, provide necessary material on hand to facilitate connection prior to shutting down existing water line. Provide City a minimum of two weeks notice prior to shutting down existing water line.

3.06 JOINTS AND JOINTING

- A. Rubber Gasketed Bell-and-Spigot Joints for Concrete Cylinder Pipe, Bar Wrapped Pipe PVC, Steel, and DIP:
1. After rubber gasket is placed in spigot groove of pipe, equalize rubber gasket cross section by inserting tool or bar recommended by manufacturer under rubber gasket and moving it around periphery of pipe spigot.
 2. Lubricate gaskets with nontoxic water-soluble lubricant before pipe units are joined.
 3. Fit pipe units together in manner to avoid twisting or otherwise displacing or damaging rubber gasket.
 4. After pipe sections are joined, check each gasket to ensure that no displacement of gasket has occurred. If displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket, and replace before remaking joint.

5. Provide means to prevent full engagement of spigot into bell in accordance with Paragraph 2.01 D. For PVC pipe, means may consist of an approved bell insertion protection system.
- B. Flanged Joints where required on Concrete Cylinder Pipe, Bar Wrapped Pipe, Ductile Iron Pipe, or Steel Pipe:
1. AWWA C 207. Prior to installation of bolts, accurately center and align flanged joints to prevent over stressing of flanges, pipe and equipment. Align bolt holes to straddle vertical, horizontal or north-south center line. Do not exceed 3/64 inch per foot inclination of flange face from true alignment.
 2. Use ring type or full-face gaskets for flanged joints. Provide 1/8-inch-thick cloth inserted rubber gasket material in accordance with AWWA C207. Cut gaskets at factory to proper dimensions. In PPCA areas, provide gasket material in accordance with Section 02105 – Chemical Sampling and Analysis.
 3. Provide ASTM A193 Grade B7 high strength steel stud bolts with ASTM A194 heavy hex nuts. Use cadmium-plated steel hardware underground. Tighten bolts progressively to prevent unbalanced stress. Maintain at all times approximately same distance between two flanges at points around flanges. Tighten bolts alternately (180° apart) until all are evenly tight. Draw bolts tight to ensure proper seating of gaskets. Provide Denso petrolatum-based tape or approved equal for all exposed portions of nuts, bolts and pipe hardware.
 4. Isolation Joints:
 - a. Provide full-face Type “E” gasket. For 30-inch diameter and greater, provide Pyrox G-10 material and EPDM sealing element. For 24-inch diameter and smaller, provide Phenolic material and EPDM sealing element. Provide full-length bolt isolating sleeves and washers. Provide matching steel washers on both sides of each insulating washer on every bolt. Furnish kits in accordance with Section 15640 - Joint Bonding and Electrical Isolation.
- C. Welded Joints (Concrete Cylinder Pipe, Bar Wrapped Pipe, Steel Pipe):
1. Prior to starting work, provide certification of qualification for welders employed on project for type of work procedures and positions involved.
 2. Steel Pipe Joints: AWWA C 206. See Section 02502 - Steel Pipe and Fittings or Section 02518 - Steel Pipe and Fittings for Large Diameter Water Lines. Refer to Contract Drawings for joint details. For interior welded joints, complete backfilling before welding. For exterior field-welded joints, provide adequate working room under and beside pipe. Use exterior welds for 30-inch and smaller.
 3. Concrete Pipe Joints: See Section 02507 – Prestressed Concrete Cylinder Pipe or Section 02613 - Bar Wrapped Steel Cylinder Pipe. Refer to Contract Drawings for

joint details. Align piping and equipment so that no part is offset more than 1/8 inch. Set fittings and joints square and true, and preserve alignment during welding operation. For butt-welded joints, align abutting ends to minimize offset between surfaces. For pipe of same nominal wall thickness, do not exceed 1/16 inch offset. Use line-up clamps for this purpose; however, take care to avoid damage to linings and coatings.

4. Welding Rods: Compatible with metal to be welded to obtain strongest bond, E-70XX.
5. Deposit metal in successive layers to provide 1 to 3 passes or beads as required to complete the structural weld or control heat in the weld after backfill joint
6. Deposit no more than 1/4 inch of metal on each pass. Thoroughly clean each individual pass with wire brush or hammer to remove dirt, slag or flux.
7. Do not weld under weather condition that would impair strength of weld, such as wet surface, rain or snow, dust or high winds, unless work is properly protected.
8. Make tack weld of same material and by same procedure as completed weld. Otherwise, remove tack welds during welding operation.
9. Remove dirt, scale, and other foreign matter from inside piping before tying in sections, fittings, or valves.
10. Welded Joints for Large Diameter Water Lines:
 - a. Use exterior welds for 30-inch and smaller.
 - b. Employ an independent certified testing laboratory, approved by Project Manager, to perform weld acceptance tests on welded joints. Include cost of such testing and associated work to accommodate testing in contract unit price bid for water line. Furnish copies of test reports to Project Manager for review. Project Manager has final decision as to suitability of welds tested.
 - 1) Weld acceptance criteria:
 - a) Conduct in accordance with ASTM E165 - Standard Test Method for Liquid Penetrant Examination and ASTM E709 - Standard Guide for Magnetic Particle Examination. Use X-ray methods for butt welds, for 100 percent of joint welds.
 - b) Examine welded surfaces for the following defects:
 - i. Cracking.
 - ii. Lack of fusion/penetration.

- iii. Slag which exceeds one-third (t) where (t) equals material thickness.
 - iv. Porosity/Relevant rounded indications greater than 3/16 inch; rounded indication is one of circular or elliptical shape with length equal to or less than three times its width.
 - v. Relevant linear indications in which length of linear indication exceeds three times its width.
 - vi. Four or more relevant 1/16-inch rounded indications in line separated by 1/16 inch or less edge to edge.
11. After pipe is joined and prior to start of welding procedure, make spigot and bell essentially concentric by jacking, shimming or tacking to obtain clearance tolerance around periphery of joint except for deflected joints.
12. Furnish each welder employed steel stencil for marking welds, so work of each welder can be identified. Mark pipe with assigned stencil adjacent to weld. When welder leaves job, stencil must be voided and not duplicated. Welder making defective welds must discontinue work and leave project site. Welder may return to project site only after recertification.
13. Scaffolding: Do not drag scaffolding or other items along interior of pipe.
14. Provide cylindrical corrosion barriers for polyurethane or epoxy-lined steel pipe 24-inch diameter and smaller, unless minimum wall thickness is 0.5 inch or greater.
- a. In addition to welding requirements contained here in Paragraph 3.06, conform to protection fitting manufacturer's installation recommendations.
 - b. Provide services of technical representative of manufacturer available on site at beginning of pipe laying operations. Representative to train welders and advise regarding installation and general construction methods. Welders must have 12 months prior experience All steel pipe is to have cutback 3/4 inch to no greater than 1 inch of internal diameter coating from weld bevel.
 - c. Furnish steel fittings with cylindrical corrosion barriers with shop welded extensions to end of fittings. Extension length to measure no less than diameter of pipe. Shop apply lining in accordance with AWWA C 210 or AWWA C 222.
 - d. All steel pipe receiving field adjustments are to be cold cut using standard practices and equipment. No cutting using torch is to be allowed.

D. Harnessed Joints (Concrete Cylinder Pipe, Bar Wrapped Pipe or Steel Pipe):

1. Use of snap-ring type restrained joints on pipe is limited to 20-inch through 48-inch diameters.
2. Position snap-ring joint bolt on top (12 o'clock portion). Provide minimum 1/2-inch joint recess. Use joint "diapers" minimum of 12 inches wide.
3. For field adjustments with deflections or joint offsets beyond manufacturer's recommendations:
 - a. Field trim spigot.
 - b. Do not engage ring.
4. Harnessed joints are not permitted in areas defined on Drawings as potentially petroleum contaminated material, in tunnels, or at bend greater than 5 degrees.
5. Install harness type joints including snap rings at straight sections of pipe.

E. Restrained Joints:

1. For existing water lines and water lines less than 16 inches in diameter, restrain pipe joints with concrete thrust blocks unless otherwise shown on Drawings.
2. Thrust restraint lengths shown on Drawings are minimum anticipated lengths. These lengths are based on deflections or joint offsets indicated and on use of prestressed concrete cylinder pipe for large diameter lines and ductile iron pipe for small diameter lines. Adjustments in deflections or joint offsets or use of other pipe material may result in reduction or increase of thrust lengths.
3. Pipe manufacturer or representative to perform thrust restraint calculations in accordance with latest revision of applicable standard for pipe material chosen. Submit calculations for all pipe materials sealed by a registered Professional Engineer in State of Texas for review by Project Manager. Make adjustments in thrust restraint lengths at no additional cost to City.
4. Include buoyancy conditions for soil unit weight when computing thrust restraint calculations.
5. Passive resistance of soil will not be permitted in calculation of thrust restraint for some pipe materials.
6. For 16-inch lines and larger use minimum 16-foot length of pipe in and out of joints made up of beveled pipe where restraint joint lengths are not identified on Drawings. Otherwise, provide restraint joints for a minimum length of 16 feet on each side of beveled joints.

7. Installation.
 - a. Install restrained joints mechanism in accordance with manufacturer's recommendations.
 - b. Examine and clean mechanism; remove dirt, debris and other foreign material.
 - c. Apply gasket and joint NSF 61 FDA food grade approved lubricant.
 - d. Verify gasket is evenly seated.
 - e. Do not over stab pipe into mechanism.
 8. Prevent any lateral movement of thrust restraints throughout pressure testing and operation.
 9. Place 2500 psi concrete conforming to Section 03315 - Concrete for Utility Construction, for blocking at each change in direction of existing water lines, to brace pipe against undisturbed trench walls. Finish placement of concrete blocking, made from Type I cement, 4 days prior to hydrostatic testing of pipeline. Test may be made 2 days after completion of blocking if Type II cement is used.
- F. Joint Grout (Concrete Cylinder Pipe, Bar Wrapped Pipe, Mortar Coated Steel Pipe):
1. Mix cement grout mixture by machine except when less than 1/2 cubic yard is required. When less than 1/2 cubic yard is required, grout may be hand mixed. Mix grout only in quantities for immediate use. Place grout within 20 minutes after mixing. Discard grout that has set. Retempering of grout by any means is not permitted.
 2. Prepare grout in small batches to prevent stiffening before it is used. Do not use grout which has become so stiff that proper placement cannot be assured without retempering. Use grout for filling grooves of such consistency that it will adhere to ends of pipe.
 3. Surface Preparation: Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces with wire brush or hammer to sound, clean surface. Remove rust and foreign materials from metal surfaces in contact with grout.
 4. Follow established procedures for hot and cold weather concrete placement.
 5. Complete joint grout operations and backfilling of pipe trenches as closely as practical to pipe laying operations. Allow grouted exterior joints to cure at least 1 hour before compacting backfill.
 6. Grouting Exterior Joint Space: Hold wrapper in place on both sides of joint with minimum 5/8-inch-wide steel straps or bands. Place no additional bedding or backfill material on either side of pipe until after grout band is filled and grout has

- mechanically stiffened. Pull ends of wrapper together at top of pipe to form access hole. Pour grout down one side of pipe until it rises on other side. Rod or puddle grout to ensure complete filling of joint recess. Agitate for 15 minutes to allow excess water to seep through joint band. When necessary, add more grout to fill joint completely. Protect gap at top of joint band from backfill by allowing grout to stiffen or by covering with structurally protective material. Do not remove band from joint. Proceed with placement of additional bedding and backfill material.
7. Interior Joints for Pipe 24 Inches and Smaller: Circumferentially butter bell with grout prior to insertion of spigot, strike off flush surplus grout inside pipe by pulling filled burlap bag or inflated ball through pipe with rope. After joint is engaged, finish off joint grout smooth and clean. Use swab approved by Project Manager for 20-inch pipe and smaller.
 8. Protect exposed interior surfaces of steel joint bands by pointing with grout. Remove and replace improperly cured or otherwise defective grout.
 9. Strike off grout on interior joints and make smooth with inside diameter of pipe.
 10. When installed in tunnel or encasement pipe and clearance within casing does not permit outside grout to be placed in normal manner, apply flexible sealer, such as Flex Protex or equal, to outside joint prior to joint engagement. Clean and prime surfaces receiving sealer in accordance with manufacturer's recommendations. Apply sufficient quantities of sealer to assure complete protection of steel in joint area. Fill interior of joint with grout in normal manner after joint closure.
 11. Interior Joints for Water Lines 30 Inches and Larger: Clean joint space, wet joint surfaces, fill with stiff grout and trowel smooth and flush with inside surfaces of pipe using steel trowel so that surface is smooth. Accomplish grouting at end of each work day. Obtain written acceptance from Project Manager of inside joints before proceeding with next day's pipe laying operation. During inspection, insure no delamination of joint mortar has occurred by striking joint mortar lining with rubber mallet. Remove and replace delaminated mortar lining.
 12. Work which requires heavy equipment to be over water line must be completed before mortar is applied to interior joints.
- G. Large Diameter Water Main Joint Testing: In addition to testing individual joints with feeler gauge approximately 1/2 inch wide and 0.015-inch thick, use other joint testing procedure approved or recommended by pipe manufacturer which will help ensure watertight installation prior to backfilling. Perform tests at no additional cost to City.
- H. Make curves and bends by deflecting or offsetting joints or other method as recommended by manufacturer and approved by Project Manager. Submit details of other methods of providing curves and bends which exceed manufacturer's recommended deflection or joint offset prior to installation.

1. Deflection of pipe joints shall not exceed maximum deflection recommended by pipe manufacturer, unless otherwise indicated on Drawings.
 2. If deflection exceeds that specified but is less than 5 percent, repair entire deflected pipe section such that maximum deflection allowed is not exceeded.
 3. If deflection is equal to or exceeds 5 percent from that specified, remove entire portion of deflected pipe section and install new pipe.
 4. Replace, repair, or reapply coatings and linings as required.
 5. Assessment of deflection may be measured by Project Manager at location along pipe. Arithmetical averages of deflection or similar average measurement methods will not be deemed as meeting intent of standard.
 6. When rubber gasketed pipe is laid on curve, join pipe in straight alignment and then deflect or offset to curved alignment.
- I. Closures Sections and Approved Field Modifications to Steel, Concrete Cylinder Pipe, Bar Wrapped Pipe and Fittings:
1. For large diameter water lines, provide minimum overlap of 4 inches on each side for butt-strap closures.
 2. For pipe diameters 36 inches and greater, perform field welds on interior and exterior of pipe.
 3. Apply welded-wire fabric reinforcement to interior and exterior of exposed interior and exterior surfaces greater than 6 inches in diameter. Welded-wire fabric: minimum W1; maximum spacing 2 inches by 4 inches; 3/8 inch from surface of steel plate or middle third of lining or coating thickness for mortar thickness less than 3/4 inch.
 4. Fill exposed interior and exterior surfaces with nonshrink grout.

3.07 CATHODIC PROTECTION APPURTENANCES

- A. Where identified on Drawings, modify pipe for cathodic protection as detailed on Drawings and specified. Unless otherwise noted, provide insulation kits including test stations at connections to existing water system or at locations to isolate one type of cathodic system from another type, between water line, access manhole piping and other major openings in water line, or as shown on Drawings.
- B. Bond joints for pipe installed in tunnel or open cut, except where insulating flanges are provided. Weld strap, wire or clip between bell and spigot of each joint or as shown on Drawings. No additional bonding required where joints are welded for thrust restraint. Repair coatings as specified by appropriate AWWA standard, as recommended by manufacturer, and as approved by Project Manager.
- C. Bonding Strap or Clip: Free of foreign material that may increase contact resistance between

wire and strap or clip.

3.08 SECURING, SUPPORTING AND ANCHORING

- A. Support piping, as shown on Drawings and as specified in this Section, to maintain line and grade and prevent transfer of stress to adjacent structures.
- B. Where shown on Drawings, anchor pipe fittings and bends installed on water line by welding consecutive joints of pipe together to distance each side of fitting. Restrained length, as shown on Drawings, assumes that installation of pipe and subsequent hydrostatic testing begin upstream and proceed downstream, with respect to normal flow of water in pipe. If installation and testing differs from this assumption, submit for approval revised method of restraining pipe joints upstream and downstream of device used to test against (block valve, blind flange or dished head plug).
- C. Use adequate temporary blocking of fittings when making connections to distribution system and during hydrostatic tests. Use sufficient anchorage and blocking to resist stresses and forces encountered while tapping existing water line.

3.09 POLYETHYLENE WRAP FOR DUCTILE IRON PIPE

- A. Conform to requirements of Section 02528 - Polyethylene Wrap.

3.10 CLEANUP AND RESTORATION

- A. Provide cleanup and restoration crews to work closely behind pipe laying crews and, where necessary, during disinfection and hydrostatic testing, service transfers, abandonment of old water lines, backfill and surface restoration.
- B. Unless otherwise approved by Project Manager, comply with the following:
 - 1. Once water line is installed to limits approved in layout submitted, immediately begin preparatory work for disinfection effort.
 - 2. No later than three days after completing disinfection preparatory work, submit to City appropriate request for disinfection.
 - 3. If City fails to perform initial disinfection of lines in accordance with Section 02514 - Disinfection of Water Lines, within seven days from submission of appropriate request, and if approved by Project Manager, pipe laying operations may continue beyond approved limits until the City responds.
 - 4. Immediately after transfer of services, begin abandonment of old water lines and site restoration.
 - 5. Do not exceed a total of 50% of total project linear feet of disturbed right-of-way and easement until site is restored in accordance with Section 01740 - Site Restoration.

6. Exceeding any of the above footage limitations shall be considered a material breach of the Contract and subject to termination in accordance with the General Conditions.

C. For large diameter water lines, do not install more than 2,000 linear feet of water line, without previous 2,000 linear feet being restored in accordance with Section 01740 - Site Restoration. Schedule paving crews so repaving work will not lag behind pipe laying work by more than 1,000 linear feet. Failure to comply with this requirement shall be considered a material breach of the Contract and subject to termination in accordance with the General Conditions.

3.11 CLEANING PIPING SYSTEMS

A. Remove construction debris or foreign material and thoroughly broom clean and flush piping systems. Provide temporary connections, equipment and labor for cleaning. City must inspect water line for cleanliness prior to filling.

3.12 DISINFECTION OF WATER LINES

A. Conform to requirements of Section 02514 - Disinfection of Water Lines.

3.13 FIELD HYDROSTATIC TESTS

A. Conform to requirements of Section 02515 - Hydrostatic Testing of Pipelines.

END OF SECTION

Section 02511S

WATER LINES

The following supplements modify Section 02511 - Water Lines Standard Specification. Where a portion of the Specification is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

1.02 MEASUREMENT AND PAYMENT: replace Paragraph 1.02 A. 1 with the following:

1. Payment for water lines installed by open cut, trenchless construction with or with casing, aerial crossing and pipe offset section or within limits of Potentially Petroleum Contaminated Area (PPCA) is on a linear foot basis for each size of pipe installed. Payment will include welded and restrained joints. Separate pay items are used for each type of installation:
 - a. Mains: Mains Measure along axis of pipe and include fittings and valves.
 - b. Branch Pipe: Measure from axis of water line to end of branch.

3.01 PREPARATION: Delete Paragraph I and replace with the following:

- I. If asbestos-cement (A.C.) pipe is encountered, follow safety practices outlined in OSHA 29 CFR 1926.1101 – Asbestos. Refer to Section 02221 – Removing Existing Pavements, Structures, Wood, and Demolition Debris for removing and disposing of A.C. pipe.

END OF SUPPLEMENT

Approved by:



Mark L. Loethen, P.E., CFM, PTOE
City Engineer
Department of Public Works & Engineering

11/17/2012

Date

Section 02513

WET CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wet connections for new water lines and service lines to existing water lines.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for wet connections shown on Drawings is on unit price basis for each wet connection. Separate payment will be made for each size of water line.
2. No compensation will be given for extra work or for damages occurring as result of incomplete shutoff.
3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. AWWA C 800 - Standard for Underground Service Line Valves and Fittings.
- B. OSHA 29 CFR 1926.1101 - Asbestos.

1.04 DEFINITIONS

- A. Wet connections consist of isolating sections of pipe to be connected with existing valves, draining isolated sections, and completing connections.
- B. Connection of 2-inch or smaller lines, which may be referred to on Drawings as "2-inch standard connections" or "gooseneck connections" will be measured as 2-inch wet connections. This item is not to be used as part of 2-inch service line.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pipe shall conform to requirements of applicable portions of Sections 02501 through 02528 related to piping materials and to water distribution.
- B. Corporation cocks and saddles shall conform to requirements of Section 02512 - Water Tap and Service Line Installation.
- C. Valves shall conform to requirements of Section 02521 - Gate Valves.
- D. Brass fittings shall conform to requirements of AWWA C 800.

PART 3 EXECUTION

3.01 CONNECTION OPERATIONS

- A. Plan wet connections in manner and at hours with least inconvenience public. Notify Project Manager at least 72 hours in advance of making connections.
- B. Do not operate valves on water lines in use by City. City of Houston Utility Operations Division will handle, at no cost to Contractor, operations involving opening and closing valves for wet connections.
- C. Conduct connection operations when Inspector is at job site. Connection work shall progress without interruption until complete once existing water lines have been cut or plugs have been removed for making connections.

3.02 2-INCH WET CONNECTIONS

- A. Tap water line. Use corporation cocks, saddles, copper tubing as required for line and grade adjustment, and brass fittings necessary to adapt to existing water line. Use 2-inch valves when indicated on Drawings for 2-inch copper gooseneck connections.

3.03 Protocol:

1. Mechanically excavate to no more than 6 in. of AC Pipe. Carefully uncover the remainder of pipe by hand or with shovel.
2. Keep pipe adequately wet before and during work.
3. Place 2 layers of 6 mil polyethylene sheeting under the asbestos pipe to prevent soil contamination.

4. Use hand tools to remove collars. Replace minimum 6 ft. section of pipe. Use of power tools is prohibited.
5. Do not crush AC pipe in place. Remove waste AC pipe.

END OF SECTION

Section 02513S

WET CONNECTIONS

The following supplements modify Specification Section 02513 – Wet Connections. Where a portion of the Specification or Detail is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

1.03 REFERENCES: Add the following Paragraph B:

- B. OSHA 29 CFR 1926.1101 – Asbestos.

Add the following new Paragraph:

3.03 CONNECTION TO ASBESTOS-CEMENT (AC) PIPE

- A. Notify Project Manager when AC pipe is encountered.
- B. Refer to Section 02221 – Removing Existing Pavements and Structures for crew training, safety precautions, and AC pipe removal requirements.
- C. Protocol:
 1. Mechanically excavate to no more than 6 in. of AC Pipe. Carefully uncover the remainder of pipe by hand or with shovel.
 2. Keep pipe adequately wet before and during work.
 3. Place 2 layers of 6 mil polyethylene sheeting under the asbestos pipe to prevent soil contamination.
 4. Use hand tools to remove collars. Replace minimum 6 ft. section of pipe. Use of power tools is prohibited.
 5. Do not crush AC pipe in place. Remove waste AC pipe.

END OF SUPPLEMENT

Approved by:



Mark L. Loethen, P.E., CFM, PTOE
City Engineer
Department of Public Works & Engineering

11/17/2012

Date

Section 02525

TAPPING SLEEVES AND VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tapping sleeves and valves for connections to existing water system.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.

- 1. Payment is on unit price basis for each tap installed.
- 2. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- 3. For water lines 4-inches and greater, no payment will be made until coupon (cut out portion of pipe tapped) is delivered to City.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- B. ASTM A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Pressure Service and Other Special Purposed Applications.
- C. ASTM A194 - Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
- D. AWWA C 110 - Standard for Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and other Liquids.
- E. AWWA C 200 - Standard for Steel Water Pipe - 6 in. and Larger.
- F. AWWA C 207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 in. Through 144 in.
- G. AWWA C 500 - Standard for Metal Seated Gate Valves, for Water Supply Service.

H. AWWA C 223 - Fabricated Steel and Stainless Steel Tapping Sleeves.

I. OSHA 29 CFR 1926.1101 – Asbestos.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit results of tapping sleeves NPT test opening.

C. Submit manufacturer's affidavit as required in Section 02521 - Gate Valves.

D. For tapping fiberglass reinforced pipe (FRP), submit tapping procedures in accordance with FRP manufacturer's recommendations.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship steel sleeves in wooden crates that provide protection from damage to epoxy coating during transport and storage.

PART 2 PRODUCTS

2.01 MATERIALS

A. Tapping Sleeves:

1. Tapping Sleeve Bodies: AWWA C 110 cast or ductile iron or AWWA C 200 carbon steel in two sections to be bolted together with high-strength, corrosion-resistant, low-alloy steel bolts with mechanical joint ends.

2. Branch Outlet of Tapping Sleeve:

a. Flanged, machined recess, AWWA C 207, Class D, ANSI 150 pound drilling.

b. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.

3. Use cast iron split sleeve where fire service from 6-inch water line is approved.

4. For tapping Fiberglass Reinforced Pipe (FRP), provide stainless steel tapping sleeves. Do not use cast iron or ductile iron tapping sleeves. Comply with FRP pipe manufacturer's recommendations for tapping procedures.

B. Welded-steel tapping-sleeve bodies may be used in lieu of cast or ductile iron bodies for following sizes and with following restrictions:

1. Flange: AWWA C 207, Class D, ANSI 150 pound drilling.
 2. Gasket: Affixed around recess of tap opening to prevent rolling or binding during installation.
 3. Steel sleeves are restricted to use on pipe sizes 6 inches and larger.
 4. Body: Heavy, welded-steel construction; top half grooved to retain neoprene O-ring seal permanently against outside diameter of pipe.
 5. Bolts: AWWA C 500 Section 3.5; coated with 100 percent vinyl resin or corrosive resistant material.
 6. Steel Sleeves Finish: Fusion-bonded epoxy coated to minimum 12 mil thickness.
 7. Finished Epoxy Coat: Free of laminations and blisters; and remain pliant and resistant to impact with non-peel finish.
 8. Provide approved steel tapping sleeves
 9. Tapping Sleeves: Provide with 3/4-inch NPT test opening for testing prior to tapping. Provide 3/4-inch bronze plug for opening.
 10. Do not use steel sleeves for taps greater than 75 percent of pipe diameter.
 11. Comply with AWWA C 223 - Fabricated Steel and Stainless Steel Tapping Sleeves.
- C. Stainless Steel tapping-sleeve bodies and flange may be used in lieu of cast or ductile iron bodies for following sizes and with following restrictions:
1. Flange: ASTM A240 Stainless Steel, Type 304, ANSI 150 pound drilling.
 2. Gasket: Full circumferential, affixed around recess of tap opening to prevent rolling or binding during installation, compounded for water and sewer service.
 3. Stainless Steel sleeves are restricted to use on pipe sizes 4 inches and larger.
 4. Body: ASTM A240 Stainless Steel, Type 304.
 5. Bolts: ASTM A193 Stainless Steel, Type 304.
 6. Nuts: ASTM A194 Stainless Steel, Type 304
 7. Branch Outlet: Heavy Stainless Steel Pipe
 8. Provide approved stainless steel tapping sleeves.

9. Do not use stainless steel sleeves for taps greater than 75 percent of pipe diameter.
 10. Comply with AWWA C 223 - Fabricated Steel and Stainless Steel Tapping Sleeves.
- D. Tapping Valves: Meet requirements of Section 02521 - Gate Valves with following exceptions:
1. Inlet Flanges:
 - a. AWWA C 110; Class 125.
 - b. AWWA C 110; Class 150 and higher: Minimum 8-hole flange.
 2. Outlet: Standard mechanical or push-on joint to fit any standard tapping machine.
 3. Valve Seat Opening: Accommodate full-size shell cutter for nominal size tap without contact with valve body; double disc.
- E. Valve Boxes: Standard Type "A" valve boxes conforming to requirements of Section 02085 - Valve Boxes, Meter Boxes, and Meter Vaults.

PART 3 EXECUTION

3.01 APPLICATION

- A. Install tapping sleeves and valves at locations and of sizes shown on Drawings, maintain 5 feet spacing from edge of tapping sleeve from any other tap or fitting. Install sleeve so valve is in horizontally level position unless otherwise indicated on Drawings.
- B. Clean tapping sleeve, tapping valve, and pipe prior to installation and in accordance with manufacturer's instructions.
- C. Hydrostatically test installed tapping sleeve to 150 psig for minimum of 15 minutes. Inspect sleeve for leaks, and remedy leaks prior to tapping operation.
- D. When tapping concrete pressure pipe, size on size, use shell cutter one standard size smaller than water line being tapped.
- E. Do not use Large End Bell (LEB) increasers with next size tap unless existing pipe is asbestos- cement.

3.02 INSTALLATION

- A. Verify outside diameter of pipe to be tapped prior to ordering sleeve.

- B. Verify clearance of 5 feet to maintain spacing.
- C. Tighten bolts in proper sequence so that undue stress is not placed on pipe. For installation of tapping sleeves on FRP, comply with pipe manufacturer's recommendations for bolt torque values.
- D. Align tapping valve properly and attach to tapping sleeve. Insert insulation sleeves into flange holes of tapping valve and pipe. Make insertions of sleeves on pipe side of tapping valve. Do not damage insulation sleeves during bolt tightening process.
- E. Make tap with sharp, shell cutter:
 - 1. For 12-inch and smaller tap, use minimum cutter diameter one-half inch less than nominal tap size.
 - 2. For 16-inch and larger tap, use manufacturer's recommended cutter diameter.
 - 3. For tapping FRP pipe, comply with pipe manufacturer's recommendations for forward feed rate.
- F. Withdraw coupon and flush cuttings from newly-made tap.
- G. Wrap:
 - 1. For 12-inch and smaller tap, wrap completed tapping sleeve and valve in accordance with Section 02528 - Polyethylene Wrap.
 - 2. For 16-inch and larger tap, apply coal tar epoxy around completed tapping sleeve and valve. The coal tar epoxy shall be applied with minimum of two (2) coats. Each coat of coal tar epoxy shall have minimum dry film thickness of 16 mils.
- H. Place concrete thrust block behind tapping sleeve (not over tapping sleeve and valve).
- I. Request inspection of installation prior to backfilling.
- J. Backfill in accordance with Section 02317 - Excavation and Backfill for Utilities.

3.03 ADDITIONAL REQUIREMENTS FOR TAPPING ASBESTOS-CEMENT (AC) PIPE

- A. Notify Project Manager when AC pipe is encountered.
- B. Refer to Section 02221 – Removing Existing Pavements and Structures for crew training, safety precautions, and AC pipe removal requirements.
- C. Protocol:
 - 1. Mechanically excavate to no more than 6 in. of AC pipe. Carefully uncover the

- remainder of pipe by hand or with shovel.
2. Keep pipe adequately wet before and during work.
 3. Locate tap a minimum of 5 ft. away from existing AC collar.
 4. Use of power tools is prohibited.
 5. Remove waste AC pipe coupon.

END OF SECTION

Section 02525S

TAPPING SLEEVES AND VALVES

The following supplements modify Specification Section 02525 – Tapping Sleeves and Valves. Where a portion of the Specification or Detail is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

1.03 REFERENCES: Add the following Paragraph I:

- I. OSHA 29 CFR 1926.1101 – Asbestos.

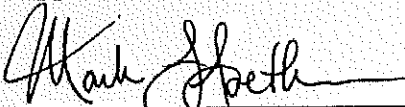
Add the following new Paragraph:

3.03 ADDITIONAL REQUIREMENTS FOR TAPPING ASBESTOS-CEMENT (AC) PIPE

- A. Notify Project Manager when AC pipe is encountered.
- B. Refer to Section 02221 – Removing Existing Pavements and Structures for crew training, safety precautions, and AC pipe removal requirements.
- C. Protocol:
1. Mechanically excavate to no more than 6 in. of AC Pipe. Carefully uncover the remainder of pipe by hand or with shovel.
 2. Keep pipe adequately wet before and during work.
 3. Locate tap a minimum of 2 ft. away from existing AC collar.
 4. Use of power tools is prohibited.
 5. Remove waste AC pipe coupon.

END OF SUPPLEMENT

Approved by:



Mark L. Loethen, P.E., CFM, PTOE
City Engineer
Department of Public Works & Engineering

11/17/2012

Date

Section 02752

CONCRETE PAVEMENT JOINTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Joints for concrete paving; concrete sidewalks, concrete driveways, curbs, and curb and gutters.
- B. Saw-cutting existing concrete or asphalt pavements for new joints.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

- 1. Payment for street pavement expansion joints, with or without load transfer, is on linear foot basis.
- 2. Payment for horizontal dowels is on a unit price basis for each horizontal dowel.
- 3. No separate payment will be made for formed or sawed street pavement contraction joints and longitudinal weakened plane joints. Include payment in unit price for Concrete Paving.
- 4. No separate payment will be made for joints for Curb, Curb and Gutter, Saw-tooth Curb, Concrete Sidewalks, and Concrete Driveways. Include payment in unit price for Curb and Gutter, Concrete Sidewalks, and Concrete Driveways.
- 5. Payment will be made for Preformed Expansion Joints on a linear foot basis only when field conditions require that sidewalk be moved adjacent to existing concrete structure (i.e., street, back of curb, etc.).
- 6. Refer to Section 01270 - Measurement and Payment for unit price procedures.

- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

- A. ASTM A 615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.

- B. ASTM D 994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- C. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- D. ASTM D 6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- E. TxDOT Tex-525-C - Tests for Asphalt and Concrete Joint Sealers

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit product data for joint sealing compound and proposed sealing equipment for approval.
- C. Submit samples of dowel cup, metal supports, and deformed metal strip for approval. Submit manufacturer's recommendation for placing sealant(s).

PART 2 PRODUCTS

2.01 BOARD EXPANSION JOINT MATERIAL

- A. Filler board of selected stock. Use wood of density and type as follows:
 - 1. Construction heart cypress weighing no more than 40 pounds per cubic foot, after being oven dried to constant weight.
 - 2. Construction heart redwood weighing no more than 30 pounds per cubic foot, after being oven dried to constant weight.

2.02 PREFORMED EXPANSION JOINT MATERIAL

- A. Bituminous fiber and bituminous mastic composition material conforming to ASTM D 994 and ASTM D 1751.

2.03 JOINT SEALING COMPOUND

- A. Conform joint sealants to one of sealant classes described in this section.
- B. Conform hot-poured rubber-asphalt compound to ASTM D 6690.
- C. Two-component Synthetic Polymer.

1. Curing is to be by polymerization and not by evaporation of solvent or fluxing of harder particles.
2. Cure sufficiently at average temperature of 25 ± 1 C (77 ± 2 F) so as not to pick up under wheels of traffic in maximum three hours.
3. Performance requirements, when tested in accordance with TxDOT Tex-525-C, shall meet above curing times and requirements as follows:

Cold-Extruded and Cold-Pourable (Self-Leveling) Specifications	
Property	Requirement
Penetration, 25 C (77 F) 150 g Cone, 5 s, 0.1 mm (in.), maximum	130
Bond and Extension 50%, -29 C (-20 F), 3 cycles: *Dry Concrete Block *Steel blocks (Primed, if recommended by manufacturer) *Steel blocks shall be used when armor joints are specified	Pass Pass
Flow at 70 C (158 F)	None
Water content % by mass, maximum	5.0
Resilience: * Original sample, % min. (cured) * Oven-aged at 70 C (158 F), % min.	50 50
Cold-extruded material only - Cold Flow (10 minutes)	None

After bond and extension test, there shall be no evidence of cracking, separation or other opening that is over 3 millimeters (1/8-inch) deep in sealer or between sealer and test blocks.

4. Provide cold-extruded type for vertical or sloping joints.
 5. Provide self-leveling type for horizontal joints.
- D. Self-Leveling, Low Modulus Silicone or Polyurethane Sealant for Asphaltic Concrete and Portland Cement Concrete Joints. This shall be a single component self-leveling silicone or polyurethane material that is compatible with both asphalt and concrete pavements. The sealer shall not require a primer for bond; a backer rod shall be required which is compatible with the sealant; no reaction shall occur between rod and sealant.

When tested in accordance with TxDOT Tex-525-C, self-leveling sealant shall meet following requirements:

Self-Leveling, Low Modulus Silicone or Polyurethane Sealant	
Property	Requirements
Tack Free Time, 25 ± 1 C (77 ± 2 F), minutes	120 maximum
Nonvolatile content, % by mass	93 minimum
Tensile Strength and 24 Hour Extension Test: * Initial, 10-day cure, 25 ± 1 C (77 ± 2 F), kPa (psi) * After Water Immersion, kPa (psi) * After Heat Aging, kPa (psi) * After Cycling, -29 C (-20 F), 50%, 3 cycles, kPa (psi) * 24 Hour Extension	* 21 to 69 (3 to 10) * 21 to 69 (3 to 10) * 21 to 69 (3 to 10) * 21 to 69 (3 to 10) * Pass (All Specimens) After 24 hours, there shall be no evidence of cracking, separation or other opening that is over 3 mm (1/8 in.) deep at any point in the sealer or between the sealer and test blocks.

2.04 LOAD TRANSMISSION DEVICES

- A. Smooth, steel dowel bars conforming to ASTM A 615, Grade 60. When indicated on Drawings, encase one end of dowel bar in approved cap having inside diameter 1/16-inch greater than diameter of dowel bar.
- B. Deformed steel tie bars conforming to ASTM A 615, Grade 60.

2.05 SUPPORTS FOR REINFORCING STEEL AND JOINT ASSEMBLY

- A. Employ supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete. Space supports as directed by Project Manager.

PART 3 EXECUTION

3.01 PLACEMENT

- A. When new Work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.
- B. If limit of removal of existing concrete or asphalt pavement does not fall on existing joint, saw cut existing pavement minimum of 2-inches deep to provide straight, smooth joint surface without chipping, spalling or cracks.

3.02 CONSTRUCTION JOINTS

- A. Place transverse construction joint wherever concrete placement must be stopped for more than 30 minutes. Place longitudinal construction joints at interior edges of pavement lanes using No. 6 deformed tie bars, 30-inches long and spaced 18-inches on centers.

3.03 EXPANSION JOINTS

- A. Place 3/4-inch expansion joints at radius points of curb returns for cross street intersections, or as located in adjacent pavement but no further than 80 feet apart. Use no boards shorter than 6 feet. When pavement is 24 feet or narrower, use not more than 2 lengths of board. Secure pieces to form straight joint. Shape board filler accurately to cross section of concrete slab. Use load transmission devices of type and size shown on Drawings unless otherwise specified or shown as "No Load Transfer Device." Seal with joint sealing compound.

3.04 CONTRACTION JOINTS

- A. Place contraction joints at same locations as in adjacent pavement or at spaces indicated on Drawings. Place smoothed, painted and oiled dowels accurately and normal to joint. Seal groove with joint sealing compound.

3.05 LONGITUDINAL WEAKENED PLANE JOINTS

- A. Place longitudinal weakened plane joints at spaces indicated on Drawings. If more than 15 feet in width is poured, longitudinal joint must be saw cut. Seal groove with joint sealing compound.

3.06 SAWED JOINTS

- A. Use sawed joints as alternate to contraction and weakened plane joints. Use circular cutter capable of cutting straight line groove minimum of 1/4-inch wide. Maintain depth of one quarter of pavement thickness. Commence sawing as soon as concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to initiation of cracks. Once sawing has commenced, continue until completed. Make saw cut with one pass. Complete sawing within 24 hours of concrete placement. Saw joints at required spacing consecutively in sequence of concrete placement.
- B. Concrete Saw: Provide sawing equipment adequate in power to complete sawing to required dimensions and within required time. Maintain ample supply of saw blades at work site during sawing operations. Maintain sawing equipment on job during concrete placement.

3.07 TRANSVERSE WEAKENED PLANE JOINTS

- A. Saw cut transverse contraction joints every 20-feet (nominally) in the pavement, but no greater than 20-feet between saw cuts. The spacing of the saw cuts shall be at regular

intervals between expansion joints. The width of the saw cuts shall be a minimum of ¼-inch wide, and the depth of the saw cuts shall be one-quarter of the pavement thickness. Commence saw cutting as soon as concrete has hardened sufficiently to allow saw cutting without damage to the pavement (affecting finish, chipping, spalling, tearing, etc.) and within 24 hours after concrete placement, but prior to initiation of cracks. Once sawing has commenced on a cut, continue until the cut is completed. Make each saw cut with one pass. Make saw cuts at required spacing consecutively in sequence of concrete placement. Seal the saw cuts (grooves) with joint sealing compound. The goal of the transverse saw cutting is to create weakened joints that will prevent random, non-linear, surface contraction cracking.

- B. The dimension D/3 (but no less than 3-inches) on City of Houston Standard Drawing Number 02751-01 is measured from the bottom of the concrete slab.
- C. Equipment requirements shall be in accordance with paragraph 3.06.B.

3.08 JOINTS FOR CURB, CURB AND GUTTER

- A. Place ¾-inch preformed expansion joints through curb and gutters at locations of expansion and contraction joints in pavement, at end of radius returns at street intersections and driveways, and at curb inlets. Maximum spacing shall be 120-foot centers.

3.09 JOINTS FOR CONCRETE SIDEWALKS

- A. Provide ¾-inch expansion joints conforming to ASTM A 1751 along and across sidewalk at back of curbs, at intersections with driveways, steps, and walls; and across walk at intervals not to exceed 36 feet. Provide expansion joint material conforming to ASTM D 994 for small radius curves and around fire hydrants and utility poles. Extend expansion joint material full depth of slab.

3.09 JOINTS FOR CONCRETE DRIVEWAYS

- A. Provide ¾-inch expansion joints conforming to ASTM D 1751 across driveway in line with street face of sidewalks, at existing concrete driveways, and along intersections with sidewalks and other structures. Extend expansion joint material full depth of slab.

3.10 JOINT SEALING

- A. Seal joints only when surface and joints are dry, ambient temperature is above 50 degrees F and less than 85 degrees F and weather is not foggy or rainy.
- B. Use joint sealing equipment in like new working condition throughout joint sealing operation, and be approved by Project Manager. Use concrete grooving machine or power-operated wire brush and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

- C. Clean joints of loose scale, dirt, dust and curing compound. The term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either preformed or natural. Remove loose material from concrete surfaces adjacent to joints.
- D. Fill joints neatly with joint sealer to depth shown. Pour sufficient joint sealer into joints so that, upon completion, surface of sealer within joint will be 1/4-inch above level of adjacent surface or at elevation as directed.

3.11 PROTECTION

- A. Maintain joints in good condition until completion of Work.
- B. Replace damaged joints material with new material as required by this Section.

END OF SECTION

Section 2752S

The following supplement modifies Section 02752 Standard Specification. Where a portion of the Specification is modified or deleted by this Supplementary Specification, the unaltered portions of the Specification shall remain in effect.

1.01 SECTION INCLUDES.

Add Part C as follows.

C. Full depth saw cutting of concrete pavement as required by other agency.

1.02 MEASUREMENT AND PAYMENT

Add item 6.

6. Full depth Saw cutting for concrete pavement will be paid on linear foot base, if required by other agency for joining with existing roadway.

Renumber item 6 as 7

END OF SUPPLEMENT

Approved:



John H. Kuo, P.E.
Assistant Director
Engineering and Construction Division

12/29/09
Date