



# HOUSTON AIRPORT SYSTEM

City of Houston - Department of Aviation - Planning Design and Construction Division

## **PROJECT MANUAL**

### **RECONSTRUCTION OF TAXIWAY NA GEORGE BUSH INTERCONTINENTAL AIRPORT**

**PROJECT NUMBER: 907  
CIP NUMBER: A-000570  
AIP NUMBER: 3-48-0111-107-16**

**VOLUME NUMBER 1 OF 3**

**ISSUED FOR COMPETITIVE SEALED PROPOSAL**

July 27, 2018

IEA, Inc.  
1225 North Loop West, Suite 320  
Houston, Texas 77008  
832.494.3800  
TBPE Firm Registration No. F-10161

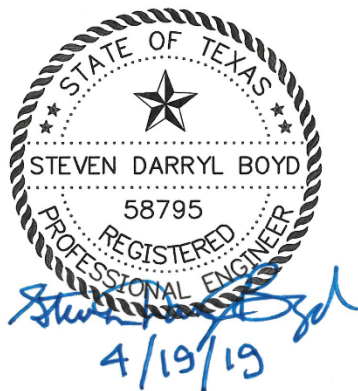


**RECONSTRUCTION OF TAXIWAY NA  
GEORGE BUSH INTERCONTINENTAL AIRPORT**

**PROJECT NO. 907  
CIP NO. A-000570  
AIP NO. 3-48-0111-107-16**

The following sections of the specifications were prepared under my direct supervision.

00010	TABLE OF CONTENTS
00015	LIST OF DRAWINGS
00410	BID FORM, PART B
00810	FEDERAL WAGE RATE - HIGHWAY
00812	FEDERAL WAGE RATE – HEAVY
PART 1	FAA ADVISORY CIRCULAR 150/5370-10G GENERAL PROVISIONS
01110	SUMMARY OF WORK
01210	CASH ALLOWANCES
31 32 13.26	LIME / FLY ASH TREATED SUBGRADE
P-152	EXCAVATION, SUBGRADE, AND EMBANKMENT
P-209	CRUSHED AGGREGATE BASE COURSE
P-219	RECYCLED CONCRETE AGGREGATE
P-304	CEMENT-TREATED BASE COURSE
P-401	HOT MIX ASPHALT (HMA) PAVEMENTS
P-501	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT
P-602	BITUMINOUS PRIME COAT
P-603	BITUMINOUS TACK COAT
P-605	JOINT SEALANTS FOR CONCRETE PAVEMENTS
P-610	STRUCTURAL PORTLAND CEMENT CONCRETE
P-620	RUNWAY AND TAXIWAY MARKING
D-705	PIPE UNDERDRAINS FOR AIRPORTS





**RECONSTRUCTION OF TAXIWAY NA  
GEORGE BUSH INTERCONTINENTAL AIRPORT**

**PROJECT NO. 907  
CIP NO. A-000570  
AIP NO. 3-48-0111-107-16**

The following sections of the specifications were prepared under my direct supervision.

01325 CONSTRUCTION SCHEDULES  
01326 CONSTRUCTION SEQUENCING  
01410 TPDES REQUIREMENTS  
01505 TEMPORARY FACILITIES  
01506 AIRPORT TEMPORARY CONTROLS  
01507 TEMPORARY SIGNS  
01550 PUBLIC SAFETY AND CONTRACTOR'S SAFETY STAFFING  
01555 TRAFFIC CONTROL AND REGULATION  
01575 STABILIZED CONSTRUCTION EXIT  
01576 WASTE MATERIAL DISPOSAL  
01579 TEMPORARY VEHICLE AND EQUIPMENT FUELING AREA  
P-101 SURFACE PREPARATION  
P-156 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND  
SILTATION CONTROL  
T-901 SEEDING  
T-904 SODDING  
T-905 TOPSOILING  
01 35 13.14 SAFETY AND SECURITY  
01 59 01 TEMPORARY CONSTRUCTION ITEMS  
02 41 13.14 SAWCUTTING  
32 01 90.34 REMOVAL OF MARKINGS  
APPENDIX CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)



With respect to the specifications listed above, where portions of text have been lined through (~~example~~), this text has been deleted and does not apply to this project. Where portions of text have been underlined (example), this text has been added and is binding to this project.



**RECONSTRUCTION OF TAXIWAY NA  
GEORGE BUSH INTERCONTINENTAL AIRPORT**

**PROJECT NO. 907  
CIP NO. A-000570  
AIP NO. 3-48-0111-107-16**

**July 27, 2018**

The following sections of the specifications were prepared under my direct supervision.

D-701	PIPE FOR STORM DRAINS AND CULVERTS
D-751	MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES
01561	TRENCH SAFETY SYSTEM
02221	02221 REMOVING EXISTING PAVEMENTS STRUCTURES WOOD AND DEMOLITION DEBRIS
02222	ABANDONMENT OF SEWERS
02322	FLOWABLE FILL



A handwritten signature in blue ink, appearing to read "John Samuel Grounds, III". The signature is written in a cursive style and is positioned below the professional seal.

**LJA Firm Registration No. F-1386**





**RECONSTRUCTION OF TAXIWAY NA  
GEORGE BUSH INTERCONTINENTAL AIRPORT**

**PROJECT NO. 907  
CIP NO. A-000570  
AIP NO. 3-48-0111-107-16**

The following sections of the specifications were prepared under my direct supervision.

L-108	UNDERGROUND POWER CABLE FOR AIRPORTS
L-110	AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS
L-115	ELECTRICAL MANHOLES AND JUNCTION STRUCTURES
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 05	ALTERATIONS, REMOVAL, AND DEMOLITION
26 05 10	WORK IN EXISTING BUILDINGS – ELECTRICAL DEMOLITION
26 05 33.13	CONDUIT FOR ELECTRICAL SYSTEMS
26 05 33.16	BOXES
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 83	WIRE CONNECTIONS AND DEVICES
26 08 10	RECOMMENDED LOCKOUT PROCEDURE FOR AIRFIELD LIGHTING CIRCUIT
26 08 20	AIRFIELD ELECTRICAL INSTALLATION TESTING
26 35 53	INSTALLATION OF VAULT EQUIPMENT
26 55 90	INSTALLATION OF AIRPORT LIGHTING SYSTEMS
26 55 92	RUNWAY GUARD LIGHTS CONTROL SYSTEM
26 55 95	AIRFIELD LIGHTING REMOTE CONTROL SYSTEM



  
7/27/18



Document 00010

TABLE OF CONTENTS

**Doc.**  
**No.**            **Document Title**

**VOLUME 1**

**INTRODUCTORY INFORMATION**

00010            Table of Contents  
00015            List of Drawings

**BIDDING REQUIREMENTS**

**INSTRUCTIONS TO BIDDERS**

00220            Request for Bid Information

**INFORMATION AVAILABLE TO BIDDERS**

00320            Geotechnical Information  
00330            Existing Conditions

**BID FORMS AND SUPPLEMENTS (NOTE: TO BE PROVIDED WITH BID)**

00410            Bid Form, Parts A & B  
00430            Bidder's Bond (For filing; Example Form)  
00450            Bidder's Statement of MWBE/PDBE/DBE Status  
00452            COH Fair Campaign Ordinance Form A Contractor Submission List  
00454            Affidavit of Non-interest  
00455            Ownership Information Form  
00456            Bidder's Certificate of Compliance with Buy American Program  
00457            Conflict of Interest Questionnaire  
00458            Bidder's Certificate Regarding Foreign Trade Restriction  
00459            Contractor's Statement Regarding Previous Contracts  
                    Subject to EEO  
00460            POP Program Acknowledgement Form  
00470D           Bidder's DBE Participation Plan  
00480            Form SCM-1 Reference Verification  
00481            Anti-Collusion Statement

**POST-BID PROCEDURES**

00495            Post-bid Procedures

**TABLE OF CONTENTS**

---

**Doc.  
No.      Document Title**

**CONTRACTING REQUIREMENTS**

AGREEMENT: (NOTE: TO BE PROVIDED AFTER RECEIPT OF NOTICE OF INTENT TO AWARD)

00501      Resolution of Corporation  
00520      Agreement

BONDS AND CERTIFICATES: NOTE: TO BE PROVIDED AFTER RECEIPT OF NOTICE OF INTENT TO AWARD)

00600      List of Proposed Subcontractors and Suppliers, Parts A & B  
00601      Drug Policy Compliance Agreement  
00602      Contractor's Drug Free Workplace Policy (For filing by contractor)  
00604      History of OSHA Actions and List of On-the-job Injuries  
00605      List of Safety Impact Positions  
00607      Certification Regarding Debarment, Suspension, and Other  
                Responsibility Matters  
00608      Contractor's Certification Regarding Non-segregated Facilities  
                for Project Funded by AIP Grant  
00609      List of Nonroad Diesel Equipment  
00610      Performance Bond  
00611      Statutory Payment Bond  
00612      One-year Maintenance Bond  
00613      One-year Surface Correction Bond  
00620      Affidavit of Insurance  
00621      City of Houston Certificate of Insurance (HOU3 Form)  
00622      Name and Qualifications of Proposed Superintendent (For filing)  
00628      Affidavit of compliance with DBE Program  
00629      Affidavit for FAA Form 7460-1  
00630      Agreement to Comply with POP Program  
00631      Pay or Play (POP) Program – List of Subcontractors  
00632      EEO Certification by Material Suppliers, Professional Service Providers  
00636      Certificate of Interested Parties FORM 1295

GENERAL CONDITIONS

00700      General Conditions

SUPPLEMENTARY CONDITIONS

00800      Supplementary Conditions  
00801      FAA Supplementary Conditions  
00806      Disadvantaged Business Enterprise (DBE) Program  
00807      Bidder/Contractor Requirements For Disadvantaged

<b>Doc. No.</b>	<b><u>Document Title</u></b>
00810	Business Enterprise (DBE) Program
00812	Federal Wage Rate - Highway
00830	Wage Scale for Engineering Heavy – Water & Sewer Line
00840	Trench Safety Geotechnical Information
00842	Pay or Play (POP) Program
	Letter of Intent

**VOLUME 2**

**DIVISION 1 - GENERAL REQUIREMENTS**

01110	Summary of Work
01145	Use of Premises
01210	Cash Allowances
01255	Modification Procedures
01270	Measurement and Payment
01290	Payment Procedures
01312	Coordination and Meetings
01321	Construction Photographs
01325	Construction Schedules
01326	Construction Sequencing
01330	Submittal Procedures
01340	Shop Drawings. Product Data and Samples
01 35 13.14	Safety and Security
01410	TPDES Requirements (with Attachments)
01423	References
01450	Contractor's Quality Control
01455	City's Acceptance Testing
01505	Temporary Facilities
01506	Temporary Controls
01507	Temporary Signs
01550	Public Safety and Contractor's Safety Staffing
01555	Traffic Control and Regulation
01561	Trench Safety System
01575	Stabilized Construction Exit
01576	Waste Material Disposal
01578	Control of Ground and Surface Water
01579	Temporary Vehicle and Equipment Fueling Area
01 59 01	Temporary Construction Items
01610	Basic Product Requirements
01630	Product Options and Substitutions
01640	City-Furnished Products

**TABLE OF CONTENTS**

---

<b>Doc. No.</b>	<b><u>Document Title</u></b>
01725	Field Surveying
01726	Base Facility Survey
01761	Protection of Existing Services
01770	Contract Closeout
01785	Project Record Documents
<b>02 00 00 EXISTING CONDITIONS</b>	
02221	Removing Existing Pavements and Structures
02222	Abandonment of Sewers
02322	Flowable Fill
02 41 13.14	Sawcutting
<b>26 00 00 ELECTRICAL</b>	
26 05 00	Common Work Results for Electrical
26 05 05	Alterations, Removal, and Demolition
26 05 10	Work in Existing Buildings – Electrical Demolition
26 05 33.13	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 05 83	Wire Connections and Devices
26 08 10	Recommended Lockout Procedure for Airfield Lighting Circuit
26 08 20	Airfield Electrical Installation Testing
26 35 53	Installation of Vault Equipment
26 55 90	Installation of Airport Lighting Systems
26 55 92	Runway Guard Lights Control System
26 55 95	Airfield Lighting Remote Control System
<b>31 00 00 EARTHWORK</b>	
31 32 13.26	Lime / Fly-Ash Treated Subgrade
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>	
32 01 90.34	Removal of Markings
<b>FAA STANDARDS FOR SPECIFYING CONSTRUCTION OF AIRPORTS</b>	
<b>Advisory Circular 150/5370-10G dated 7/21/2014</b>	
<b>PART 2 – EARTHWORK</b>	
P-101	Surface Preparation
P-152	Excavation, Subgrade, and Embankment
P-156	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
<b>PART 3 – FLEXIBLE BASE COURSE</b>	
P-209	Crushed Aggregate Subbase Course
P-219	Recycled Concrete Aggregate Subbase Course

<b>Doc. No.</b>	<b><u>Document Title</u></b>
<b>PART 4 – RIGID BASE COURSES</b>	
P-304	Cement Treated Base Course
<b>PART 5 – FLEXIBLE SURFACE COURSES</b>	
P-401	Hot Mix Asphalt (HMA) Pavements
<b>PART 6 – RIGID PAVEMENT</b>	
P-501	Portland Cement Concrete (PCC) Pavement
<b>PART 7 – MISCELLANEOUS</b>	
P-602	Bituminous Prime Coat
P-603	Bituminous Tack Coat
P-605	Joint Sealants for Concrete Pavements
P-610	Structural Portland Cement Concrete
P-620	Runway and Taxiway Marking
<b>PART 9 – DRAINAGE</b>	
D-701	Pipe for Storm Drains and Culverts
D-705	Pipe Underdrains for Airports
D-751	Manholes, Catch Basins, Inlets and Inspection Holes
<b>PART 10- TURFING</b>	
T-901	Seeding
T-904	Sodding
T-905	Topsoiling
<b>PART 11 – LIGHTING INSTALLATION</b>	
L-108	Underground Power Cable for Airports
L-110	Airport Underground Electrical Duct Banks and Conduits
L-115	Electrical Manholes and Junction Structures

**VOLUME 3**

**APPENDICES**

Construction Safety and Phasing Plan (CSPP)  
Geotechnical Investigation Report  
FAA Advisory Circular 150/5370-2F – Operational Safety on Airports During  
Construction

END OF DOCUMENT





Section 00015

LIST OF DRAWINGS

G01.01	COVER SHEET
G02.01	INDEX OF SHEETS (1 OF 2)
G02.02	INDEX OF SHEETS (2 OF 2)
G02.03	ABBREVIATIONS
G03.01	SUMMARY OF QUANTITIES
G04.01	GENERAL CONTRACT NOTES
G04.02	SAFETY AND SECURITY NOTES
G04.03	SAFETY AND SECURITY DETAILS
G05.01	PROJECT SCOPE
G05.02	HORIZONTAL AND VERTICAL CONTROL PLAN (1 OF 2)
G05.03	HORIZONTAL AND VERTICAL CONTROL PLAN (2 OF 2)
G05.04	BOREING LAYOUT
G06.00.1	OVERALL PHASING PLAN
G06.00.2	PROJECTED PROJECT SCHEDULE
G06.00.3	TEMPORARY SIGNAGE SCHEDULE
G06.01.1	PHASING PLAN - PHASE 1 - MOBILIZATION
G06.02.1	PHASING PLAN - PHASE 2 (1 OF 6)
G06.02.2	PHASING PLAN - PHASE 2 (2 OF 6)
G06.02.3	PHASING PLAN - PHASE 2 (3 OF 6)
G06.02.4	PHASING PLAN - PHASE 2 (4 OF 6)
G06.02.5	PHASING PLAN - PHASE 2 (5 OF 6)
G06.02.6	PHASING PLAN - PHASE 2 (6 OF 6)
G06.02.7	PHASING PLAN - PHASE 2 - TYPICAL RGL LIGHT BAR ENLARGED PLAN

**LIST OF DRAWINGS**

G06.02.8	PHASING PLAN - PHASE 2 - TYP LAHSO LIGHT BAR ENLARGED PLAN
G06.03.1	PHASING PLAN - PHASE 3 - HAUL ROUTE PLAN
G06.03.2	PHASING PLAN - SUBPHASE 3A WEST HAUL ROAD
G06.03.3	PHASING PLAN - SUBPHASE 3B EAST HAUL ROAD (1 OF 5)
G06.03.4	PHASING PLAN - SUBPHASE 3B EAST HAUL ROAD (2 OF 5)
G06.03.5	PHASING PLAN - SUBPHASE 3B EAST HAUL ROAD (3 OF 5)
G06.03.6	PHASING PLAN - SUBPHASE 3B EAST HAUL ROAD (4 OF 5)
G06.03.7	PHASING PLAN - SUBPHASE 3B EAST HAUL ROAD (5 OF 5)
G06.04.1	PHASING PLAN - PHASE 4 (1 OF 2)
G06.04.2	PHASING PLAN - PHASE 4 (2 OF 2)
G06.04.3	PHASING PLAN - PHASE 4 MARKINGS
G06.04.4	PHASING PLAN - PHASE 4 TRANSITIONS AND TIE-INS
G06.05.1	PHASING PLAN - PHASE 5 (1 OF 2)
G06.05.2	PHASING PLAN - PHASE 5 (2 OF 2)
G06.05.3	PHASING PLAN - PHASE 5 MARKINGS
G06.05.4	PHASING PLAN - PHASE 5 TRANSITIONS AND TIE-INS
G06.06.1	PHASING PLAN - PHASE 6 (1 OF 2)
G06.06.2	PHASING PLAN - PHASE 6 (2 OF 2)
G06.06.3	PHASING PLAN - PHASE 6 MARKINGS
G06.06.4	PHASING PLAN - PHASE 6 TRANSITIONS AND TIE-INS
G06.07.1	PHASING PLAN - PHASE 7 (1 OF 2)
G06.07.2	PHASING PLAN - PHASE 7 (2 OF 2)
G06.07.3	PHASING PLAN - PHASE 7 MARKINGS
G06.07.4	PHASING PLAN - PHASE 7 TRANSITIONS AND TIE-INS
G06.08.1	PHASING PLAN - PHASE 8 (1 OF 4)

G06.08.2	PHASING PLAN - PHASE 8 (2 OF 4)
G06.08.3	PHASING PLAN - PHASE 8 (3 OF 4)
G06.08.4	PHASING PLAN - PHASE 8 (4 OF 4)
G06.08.5	PHASING PLAN - PHASE 8 MARKING (1 OF 3)
G06.08.6	PHASING PLAN - PHASE 8 MARKING (2 OF 3)
G06.08.7	PHASING PLAN - PHASE 8 MARKING (3 OF 3)
G06.08.8	PHASING PLAN - PHASE 8 TRANSITIONS AND TIE-INS
G06.09.1	PHASING PLAN - PHASE 9 (1 OF 2)
G06.09.2	PHASING PLAN - PHASE 9 (2 OF 2)
G06.09.3	PHASING PLAN - PHASE 9 MARKINGS
G06.09.4	PHASING PLAN - PHASE 9 TRANSITIONS AND TIE-INS
G06.10.1	PHASING PLAN - PHASE 10 (1 OF 2)
G06.10.2	PHASING PLAN - PHASE 10 (2 OF 2)
G06.10.3	PHASING PLAN - PHASE 10 MARKINGS
G06.10.4	PHASING PLAN - PHASE 10 TRANSITIONS AND TIE-INS
G06.11.1	PHASING PLAN - PHASE 11 (1 OF 3)
G06.11.2	PHASING PLAN - PHASE 11 SUBPHASE 11A (2 OF 3)
G06.11.3	PHASING PLAN - PHASE 11 SUBPHASE 11B (3 OF 3)
G06.11.4	PHASING PLAN - PHASE 11 MARKINGS
G06.11.5	PHASING PLAN - PHASE 11 TRANSITIONS AND TIE-INS
G06.12.1	PHASING PLAN - PHASE 12 (1 OF 3)
G06.12.2	PHASING PLAN - PHASE 12 SUBPHASE 12A (2 OF 3)
G06.12.3	PHASING PLAN - PHASE 12 SUBPHASE 12B (3 OF 3)
G06.12.4	PHASING PLAN - PHASE 12 MARKINGS
G06.12.5	PHASING PLAN - PHASE 12 TRANSITIONS AND TIE-INS

**LIST OF DRAWINGS**

G06.13.1	PHASING PLAN - PHASE 13 (1 OF 2)
G06.13.2	PHASING PLAN - PHASE 13 (2 OF 2)
G06.13.3	PHASING PLAN - PHASE 13 MARKINGS
G06.13.4	PHASING PLAN - PHASE 13 TRANSITIONS AND TIE-INS
G06.14.1	PHASING PLAN - PHASE 14 (1 OF 2)
G06.14.2	PHASING PLAN - PHASE 14 (2 OF 2)
C01.00	EXISTING CONDITIONS AND DEMOLITION KEY PLAN
C01.01	EXISTING CONDITIONS AND DEMOLITION PLAN (1 OF 10)
C01.02	EXISTING CONDITIONS AND DEMOLITION PLAN (2 OF 10)
C01.03	EXISTING CONDITIONS AND DEMOLITION PLAN (3 OF 10)
C01.04	EXISTING CONDITIONS AND DEMOLITION PLAN (4 OF 10)
C01.05	EXISTING CONDITIONS AND DEMOLITION PLAN (5 OF 10)
C01.06	EXISTING CONDITIONS AND DEMOLITION PLAN (6 OF 10)
C01.07	EXISTING CONDITIONS AND DEMOLITION PLAN (7 OF 10)
C01.08	EXISTING CONDITIONS AND DEMOLITION PLAN (8 OF 10)
C01.09	EXISTING CONDITIONS AND DEMOLITION PLAN (9 OF 10)
C01.10	EXISTING CONDITIONS AND DEMOLITION PLAN (10 OF 10)
C01.11	PAVEMENT DEMOLITION POINTS TABLE (1 OF 3)
C01.12	PAVEMENT DEMOLITION POINTS TABLE (2 OF 3)
C01.13	PAVEMENT DEMOLITION POINTS TABLE (3 OF 3)
C01.14	DEMOLITION DETAILS
C02.00	PROPOSED GEOMETRY KEY PLAN
C02.01	PROPOSED GEOMETRY PLANS (1 OF 10)
C02.02	PROPOSED GEOMETRY PLANS (2 OF 10)
C02.03	PROPOSED GEOMETRY PLANS (3 OF 10)

C02.04	PROPOSED GEOMETRY PLANS (4 OF 10)
C02.05	PROPOSED GEOMETRY PLANS (5 OF 10)
C02.06	PROPOSED GEOMETRY PLANS (6 OF 10)
C02.07	PROPOSED GEOMETRY PLANS (7 OF 10)
C02.08	PROPOSED GEOMETRY PLANS (8 OF 10)
C02.09	PROPOSED GEOMETRY PLANS (9 OF 10)
C02.10	PROPOSED GEOMETRY PLANS (10 OF 10)
C02.11	PROPOSED GEOMETRY POINTS TABLE (1 OF 3)
C02.12	PROPOSED GEOMETRY POINTS TABLE (2 OF 3)
C02.13	PROPOSED GEOMETRY POINTS TABLE (3 OF 3)
C03.00	TAXIWAY NA CENTERLINE PROFILE KEY PLAN
C03.01	TAXIWAY NA CENTERLINE PROFILE (1 OF 5)
C03.02	TAXIWAY NA CENTERLINE PROFILE (2 OF 5)
C03.03	TAXIWAY NA CENTERLINE PROFILE (3 OF 5)
C03.04	TAXIWAY NA CENTERLINE PROFILE (4 OF 5)
C03.05	TAXIWAY NA CENTERLINE PROFILE (5 OF 5)
C03.06	TAXIWAY CONNECTOR CENTERLINE PROFILES (1 OF 7)
C03.07	TAXIWAY CONNECTOR CENTERLINE PROFILES (2 OF 7)
C03.08	TAXIWAY CONNECTOR CENTERLINE PROFILES (3 OF 7)
C03.09	TAXIWAY CONNECTOR CENTERLINE PROFILES (4 OF 7)
C03.10	TAXIWAY CONNECTOR CENTERLINE PROFILES (5 OF 7)
C03.11	TAXIWAY CONNECTOR CENTERLINE PROFILES (6 OF 7)
C03.12	TAXIWAY CONNECTOR CENTERLINE PROFILES (7 OF 7)
C03.14	PAVEMENT DETAILS (1 OF 4)
C03.15	PAVEMENT DETAILS (2 OF 4)

**LIST OF DRAWINGS**

C03.16	PAVEMENT DETAILS (3 OF 4)
C03.17	PAVEMENT DETAILS (4 OF 4)
C04.00	GRADING LAYOUT KEY PLAN
C04.01	GRADING LAYOUT PLAN (1 OF 9)
C04.02	GRADING LAYOUT PLAN (2 OF 9)
C04.03	GRADING LAYOUT PLAN (3 OF 9)
C04.04	GRADING LAYOUT PLAN (4 OF 9)
C04.05	GRADING LAYOUT PLAN (5 OF 9)
C04.06	GRADING LAYOUT PLAN (6 OF 9)
C04.07	GRADING LAYOUT PLAN (7 OF 9)
C04.08	GRADING LAYOUT PLAN (8 OF 9)
C04.09	GRADING LAYOUT PLAN (9 OF 9)
C05.00	STORM WATER POLLUTION PREVENTION KEY PLAN
C05.01	STORM WATER POLLUTION PREVENTION PLANS (1 OF 10)
C05.02	STORM WATER POLLUTION PREVENTION PLANS (2 OF 10)
C05.03	STORM WATER POLLUTION PREVENTION PLANS (3 OF 10)
C05.04	STORM WATER POLLUTION PREVENTION PLANS (4 OF 10)
C05.05	STORM WATER POLLUTION PREVENTION PLANS (5 OF 10)
C05.06	STORM WATER POLLUTION PREVENTION PLANS (6 OF 10)
C05.07	STORM WATER POLLUTION PREVENTION PLANS (7 OF 10)
C05.08	STORM WATER POLLUTION PREVENTION PLANS (8 OF 10)
C05.09	STORM WATER POLLUTION PREVENTION PLANS (9 OF 10)
C05.10	STORM WATER POLLUTION PREVENTION PLANS (10 OF 10)
C05.11	SWPPP DETAILS
C05.12	SWPPP DATA SHEET

C06.00	JOINT LAYOUT KEY PLAN
C06.01	JOINT LAYOUT PLAN (1 OF 9)
C06.02	JOINT LAYOUT PLAN (2 OF 9)
C06.03	JOINT LAYOUT PLAN (3 OF 9)
C06.04	JOINT LAYOUT PLAN (4 OF 9)
C06.05	JOINT LAYOUT PLAN (5 OF 9)
C06.06	JOINT LAYOUT PLAN (6 OF 9)
C06.07	JOINT LAYOUT PLAN (7 OF 9)
C06.08	JOINT LAYOUT PLAN (8 OF 9)
C06.09	JOINT LAYOUT PLAN (9 OF 9)
C07.00	SPOT ELEVATION KEY PLAN
C07.01	SPOT ELEVATION PLAN (1 OF 9)
C07.02	SPOT ELEVATION PLAN (2 OF 9)
C07.03	SPOT ELEVATION PLAN (3 OF 9)
C07.04	SPOT ELEVATION PLAN (4 OF 9)
C07.05	SPOT ELEVATION PLAN (5 OF 9)
C07.06	SPOT ELEVATION PLAN (6 OF 9)
C07.07	SPOT ELEVATION PLAN (7 OF 9)
C07.08	SPOT ELEVATION PLAN (8 OF 9)
C07.09	SPOT ELEVATION PLAN (9 OF 9)
C08.00	PAVEMENT MARKINGS KEY PLAN
C08.01	PAVEMENT MARKINGS PLAN (1 OF 9)
C08.02	PAVEMENT MARKINGS PLAN (2 OF 9)
C08.03	PAVEMENT MARKINGS PLAN (3 OF 9)
C08.04	PAVEMENT MARKINGS PLAN (4 OF 9)

**LIST OF DRAWINGS**

C08.05	PAVEMENT MARKINGS PLAN (5 OF 9)
C08.06	PAVEMENT MARKINGS PLAN (6 OF 9)
C08.07	PAVEMENT MARKINGS PLAN (7 OF 9)
C08.08	PAVEMENT MARKINGS PLAN (8 OF 9)
C08.09	PAVEMENT MARKINGS PLAN (9 OF 9)
C08.10	PAVEMENT MARKINGS PLAN POINT, CURVE DATA
C08.11	PAVEMENT MARKING DETAILS (1 OF 2)
C08.12	PAVEMENT MARKING DETAILS (2 OF 2)
D02.00	PROPOSED STORM SEWER KEY PLAN
D02.01	STORM SEWER DEMOLITION LAYOUT PLAN (SHEET 1 OF 5)
D02.02	STORM SEWER DEMOLITION LAYOUT PLAN (SHEET 2 OF 5)
D02.03	STORM SEWER DEMOLITION LAYOUT PLAN (SHEET 3 OF 5)
D02.04	STORM SEWER DEMOLITION LAYOUT PLAN (SHEET 4 OF 5)
D02.05	STORM SEWER DEMOLITION LAYOUT PLAN (SHEET 5 OF 5)
D02.06	PROPOSED STORM SEWER LAYOUT PLAN (SHEET 1 OF 5)
D02.07	PROPOSED STORM SEWER LAYOUT PLAN (SHEET 2 OF 5)
D02.08	PROPOSED STORM SEWER LAYOUT PLAN (SHEET 3 OF 5)
D02.09	PROPOSED STORM SEWER LAYOUT PLAN (SHEET 4 OF 5)
D02.10	PROPOSED STORM SEWER LAYOUT PLAN (SHEET 5 OF 5)
D02.11	PROPOSED STORM SEWER PROFILE STA. 60+00 TO STA. 70+00 (SHEET 1 OF 4)
D02.12	PROPOSED STORM SEWER PROFILE STA. 70+00 TO STA. 80+00 (SHEET 2 OF 4)
D02.13	PROPOSED STORM SEWER PROFILE STA. 80+00 TO STA. 90+00 (SHEET 3 OF 4)
D02.14	PROPOSED STORM SEWER PROFILE STA. 90+00 TO STA. 100+00 (SHEET 4 OF 4)
D02.15	PROPOSED DRAINAGE AREA MAP
D02.16	STORM SEWER DETAIL SHEET



D03.00	UNDERDRAIN KEY PLAN
D03.01	UNDERDRAIN PLAN (1 OF 9)
D03.02	UNDERDRAIN PLAN (2 OF 9)
D03.03	UNDERDRAIN PLAN (3 OF 9)
D03.04	UNDERDRAIN PLAN (4 OF 9)
D03.05	UNDERDRAIN PLAN (5 OF 9)
D03.06	UNDERDRAIN PLAN (6 OF 9)
D03.07	UNDERDRAIN PLAN (7 OF 9)
D03.08	UNDERDRAIN PLAN (8 OF 9)
D03.09	UNDERDRAIN PLAN (9 OF 9)
D03.10	UNDERDRAIN PROFILES (1 OF 5)
D03.11	UNDERDRAIN PROFILES (2 OF 5)
D03.12	UNDERDRAIN PROFILES (3 OF 5)
D03.13	UNDERDRAIN PROFILES (4 OF 5)
D03.14	UNDERDRAIN PROFILES (5 OF 5)
D03.15	UNDERDRAIN DETAILS
E01.01	AIRFIELD LIGHTING ELECTRICAL ABBREVIATIONS AND SYMBOLS LEGEND
E02.01	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.02	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.03	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.04	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.05	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.06	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.07	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.08	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'

**LIST OF DRAWINGS**

E02.09	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.10	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.11	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.12	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.13	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.14	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.15	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.16	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.17	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.18	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.19	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.20	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.21	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.22	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E02.23	ELECTRICAL DEMOLITION PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.01	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.02	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.03	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.04	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.05	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.06	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.07	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.08	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.09	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.10	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'

E03.11	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.12	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.13	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.14	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.15	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.16	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.17	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.18	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.19	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.20	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.21	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.22	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E03.23	PROPOSED ELECTRICAL PLAN AIRFIELD LIGHTING AND SIGNAGE TAXIWAY 'NA'
E04.01	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.02	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.03	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.04	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.05	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.06	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.07	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.08	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E04.09	AIRFIELD LIGHTING DIMENSIONS PLAN TAXIWAY 'NA'
E05.01	AIRFIELD ELECTRICAL SIGNAGE LEGEND PLANS TAXIWAY 'NA'
E05.02	AIRFIELD ELECTRICAL SIGNAGE LEGEND PLANS TAXIWAY 'NA'
E05.03	AIRFIELD ELECTRICAL SIGNAGE LEGEND PLANS TAXIWAY 'NA'

**LIST OF DRAWINGS**

E05.04	AIRFIELD ELECTRICAL SIGNAGE LEGEND PLANS TAXIWAY 'NA'
E05.05	AIRFIELD ELECTRICAL SIGNAGE LEGEND PLANS TAXIWAY 'NA'
E06.01	EXISTING AND PROPOSED T/W 'NA' EDGE (TNAE) CIRCUIT PLAN
E06.02	EXISTING AND PROPOSED T/W 'NA' CENTERLINE WEST (TNAC1) CIRCUIT PLAN
E06.03	EXISTING AND PROPOSED T/W 'NA' CENTERLINE EAST (TNAC2) CIRCUIT PLAN
E06.04	EXISTING AND PROPOSED T/W HSE EDGE WEST (FHLE) CIRCUIT PLAN
E06.05	EXISTING AND PROPOSED NORTH HSE CENTERLINE WEST (FHLC) CIRCUIT PLAN
E06.06	EXISTING AND PROPOSED T/W HSE EDGE EAST (GKNE) CIRCUIT PLAN
E06.07	EXISTING AND PROPOSED NORTH HSE CENTERLINE EAST (GKNC) CIRCUIT PLAN
E06.08	EXISTING AND PROPOSED T/W 'NC' EDGE (NCE) CIRCUIT PLAN
E06.09	EXISTING AND PROPOSED T/W 'NC' CENTERLINE (NCC) CIRCUIT PLAN
E06.10	EXISTING AND PROPOSED 8R GUARD LIGHT WEST (8RGL1) CIRCUIT PLAN
E06.11	EXISTING AND PROPOSED 8R GUARD LIGHT EAST (8RGL2) CIRCUIT PLAN
E06.12	EXISTING AND PROPOSED NORTH SIGN CIRCUIT WEST (SCW) CIRCUIT PLAN
E06.13	EXISTING AND PROPOSED NORTH SIGN CIRCUIT EAST (SCE) CIRCUIT PLAN
E06.14	EXISTING AND PROPOSED T/W 'NB' EDGE (TNBE) CIRCUIT PLAN
E06.15	EXISTING AND PROPOSED T/W 'NB' CENTERLINE WEST (TNBC1) CIRCUIT PLAN
E06.16	EXISTING AND PROPOSED T/W 'NB' CENTERLINE EAST (TNBC2) CIRCUIT PLAN
E06.17	EXISTING AND PROPOSED LAHSO WEST (R26LL) CIRCUIT PLAN
E07.01	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 1
E07.02	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 2
E07.03	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 3
E07.04	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 4
E07.05	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 5
E07.06	AIRFIELD ELECTRICAL DUCTBANK PLAN - AREA 6

E08.01	AIRFIELD LIGHTING SIGN SCHEDULES NORTH SIGN CIRCUIT WEST
E08.02	AIRFIELD LIGHTING SIGN SCHEDULES NORTH SIGN CIRCUIT EAST
E08.03	AIRFIELD LIGHTING MANHOLE SCHEDULES
E08.04	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NA' EDGE
E08.05	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NA' CENTERLINE (WEST)
E08.06	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NA' CENTERLINE (EAST)
E08.07	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE HIGH SPEED EXIT EDGE
E08.08	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NF', 'NH', 'NL' CENTERLINE
E08.09	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NG', 'NK', 'NN' CENTERLINE
E08.10	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NC' EDGE
E08.11	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE TAXIWAY 'NC' CENTERLINE
E08.12	AIRFIELD LIGHTING LIGHT FIXTURE SCHEDULE RGL LIGHTS AND PARTIAL SCHEDULES
E09.01	NORTH VAULT EQUIPMENT LAYOUT
E09.02	NORTH VAULT REGULATOR LINEUP MODIFICATIONS
E09.03	NORTH VAULT ALCMS EQUIPMENT
E10.01	ELECTRICAL DETAILS SEMI-FLUSH FIXTURE
E10.02	ELECTRICAL DETAILS ELEVATED EDGE FIXTURE
E10.03	ELECTRICAL DETAILS AIRFIELD LIGHTING
E10.04	ELECTRICAL DETAILS AIRFIELD LIGHTING
E10.05	ELECTRICAL DETAILS AIRFIELD GUIDANCE SIGN AND BASE
E10.06	ELECTRICAL DETAILS HAS ELECTRICAL HANDHOLE
E10.07	ELECTRICAL DETAILS FAA/HAS COMM HANDHOLE AND MANHOLE MODIFICATIONS
E10.08	ELECTRICAL DETAILS JUNCTION CAN PLAZA AND MANHOLE MODIFICATIONS
E10.09	ELECTRICAL DETAILS DUCTBANK AND BORE CASING
E10.10	ELECTRICAL DETAILS SCHEMATIC DIAGRAM FOR 8R-26L RGL

**LIST OF DRAWINGS**

---

E10.11	ELECTRICAL DETAILS RWSL SEMI-FLUSH FIXTURES
E10.12	ELECTRICAL DETAILS RWSL WIRING DETAILS
E10.13	ELECTRICAL DETAILS RWSL GROUNDING DETAILS
E10.14	ELECTRICAL DETAILS RWSL MISC. DETAILS

END OF DOCUMENT

Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16

Section 00220

REQUEST FOR BID INFORMATION

PROJECT: Reconstruction of Taxiway NA

PROJECT No.: 907 CIP No. A-000570 AIP No. 3-48-0111-107-16

TO: André Morrow  
18600 Lee Road  
Humble, Texas 77338

Phone No. (281) 233-1046  
Fax No. (281) 233-1685  
Email Addr. Andre.Morrow@houstontx.gov

(Type or Print question legibly; use back if more space is needed)

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

This request relates to \_\_\_\_\_ and/or \_\_\_\_\_  
Drawing / Detail No. Specification Section No.

Attachments to this request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Company Name)

END OF SECTION





## GEOTECHNICAL INFORMATION

### 1.0 SECTION INCLUDES

- A. Soils investigation reports.
- B. Bidder responsibilities.

### 2.0 RELATED SECTIONS

- A. Section 02260 – Trench Safety Systems

### 3.0 SITE INVESTIGATION REPORTS

- A. In the design and preparation of Contract Documents for this Project, the City and Design Consultant have used information in geotechnical reports for the investigation and analysis of soils and subsurface conditions at the Project site.
- B. A copy of each report is available for examination as an appendix to the Project Manual.
- C. Neither the City nor Design Consultant is responsible for accuracy or completeness of any information or data.

### 4.0 GEOTECHNICAL REPORTS

- A. Report No. G123-15, prepared by the firm of Aviles Engineering Corporation, entitled 'GEOTECHNICAL INVESTIGATION, HOUSTON AIRPORT SYSTEM, GEORGE BUSH INTERCONTINENTAL AIRPORT, RECONSTRUCTION OF TAXIWAY NA, HAS PROJECT NO. 675, HOUSTON, TEXAS', dated August 2015, consisting of nineteen pages.

### 5.0 BIDDER RESPONSIBILITIES

- A. Bidder shall take full responsibility for interpretation and use of information contained in above listed reports for its bidding and construction purposes.
- B. Bidder may perform additional soils investigations as Bidder deems appropriate.

END OF SECTION



Section 00330

EXISTING CONDITIONS

1.0 SECTION INCLUDES

- A. Existing structures

2.0 RELATED SECTIONS

- A. Section 00320 – Geotechnical Information

3.0 SUBSURFACE INVESTIGATION

- A. In the design and preparation of Contract Documents for this Project, the City and Design Consultant have used information with respect to Underground Facilities and existing structures at or contiguous to the site, based on data furnished to the City or Design Consultant by owners of the Underground Facilities.
- B. Neither the City nor Design Consultant is responsible for the accuracy or completeness of any such information or data.

4.0 UNDERGROUND FACILITIES REPORTS (Not Applicable)

5.0 EXISTING STRUCTURES

- A. Contract Documents indicate physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that were known to, and have been used by, the City and Design Consultant in preparation of Contract Documents.

6.0 VIDEO TAPES OF SANITARY SEWER (Not Applicable)

7.0 BIDDER RESPONSIBILITIES

- A. Bidder shall have full responsibility for reviewing and verifying information and data, for locating Underground Facilities and existing structures shown or indicated in the Contract Documents, and for coordination of the Work with the owners of such Underground Facilities and existing structures during construction.

END OF SECTION



Document 00410A

BID FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston  
Supply Chain Management Office  
18600 Lee Road  
Humble, Texas 77338**

Project: Reconstruction of Taxiway NA  
Project No.: Project No. 907 CIP No. A-000570 AIP No. 3-48-0111-107-16  
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 240 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 (2% of the bid amount)
  - Document 00450 - Bidder's Statement of MWSBE Status
  - Document 00452 – Contractor Submission List COH Fair Campaign Ordinance Form A
  - Document 00454 - Affidavit of Non-interest
  - Document 00455 - Ownership Information Form
  - Document 00456 - Bidder's Certificate of Compliance with Buy American Program
  - Document 00457 – Conflicts of Interest Questionnaire (CIQ)
  - Document 00458 - Bidder's Certificate Regarding Foreign Trade Restriction
  - Document 00459 - Contractor's Statement Regarding Previous Contracts Subject to EEO
  - Document 00460 – Pay or Play Acknowledgement Form (POP 1-A)
  - Document 00470D – Bidder's DBE Participation Plan
  - Document 00480 – Form SCM-1 Reference Verification
  - Document 00481 – Non-Collusion Statement

- Document 00842 – Letter of Intent  
 Others as listed: \_\_\_\_\_  
\_\_\_\_\_

**2.0 CONTRACT TIME**

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within 553 calendar days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

**BID FORM – PART B**

**1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):**

**A. STIPULATED PRICE:** \$ NA

(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	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-1	00621	Insurance	LS	1		
B-2	00610 00611 00612 00613	Performance Bond Payment Bond Maintenance Bond Surface Correction Bond	LS	1		
B-3	GP-105	Mobilization	LS	1		
B-4	01410	SWPPP, TPDES Requirements	LS	1		
B-5	01575	Installation and Removal of Stabilized Construction Exit	EA	7		
B-6	01578	Control of Groundwater	LS	1		
B-7	01-35-13.14	Safety and Security	LS	1		
B-8	01-59-01	Haul Roads	LS	1		
B-9	01-59-01	Flagmen	LS	1		
B-10	01-59-01	Miscellaneous Temporary Construction Items	LS	1		
B-11	32-01-90.34	Pavement Marking Obliteration	SF	66,190		
B-12	P-101	Surface Reinforced Concrete Pavement Removal (Taxiway)	SY	136,937		
B-13	P-101	Asphalt Bond Breaker Removal (Taxiway)	SY	136,937		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-14	P-101	Sublayer Reinforced Concrete Pavement Removal (Taxiway)	SY	141,751		
B-15	P-101	Asphalt Pavement Removal (Shoulder)	SY	29,423		
B-16	P-101	Crushed Concrete Base Removal (Shoulder)	SY	29,423		
B-17	P-101	Pavement Transition (Between Phases) Removal	SY	1,237		
B-18	P-156	Installation and Removal of Filter Fabric Barriers	LF	3,548		
B-19	P-156	Installation and Removal of Inlet Protection Barrier 1	EA	7		
B-20	P-156	Installation and Removal of Inlet Protection Barrier 2	EA	19		
B-21	T-901	Seeding, Fertilizing, Soil Retention Blanket	ACRE	24		
B-22	T-904	Sodding, Fertilizer	SY	28,797		
B-23	T-905	Topsoiling (Obtained on Site or Removed from Stockpile)	CY	15,921		
B-24	02221	Remove and Dispose Grate Top Inlets and Manholes	EA	8		
B-25	02221	Remove and Dispose 27" RCP Storm Sewer	LF	925		
B-26	02221	Remove and Dispose 24" RCP Storm Sewer	LF	397		
B-27	02221	Remove and Dispose 21" RCP Storm Sewer	LF	1,579		
B-28	02222	Grout Fill and Abandon Existing 24" Storm Sewer	LF	530		
B-29	01561	Trench Safety, All Depths	LF	3,388		
B-30	D-701	48" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	930		
B-31	D-701	42" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	397		
B-32	D-701	36" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	1,281		



Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-33	D-701	30" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	780		
B-34	D-751	Install Aircraft Rated TY-A Inlets, Pre-Cast	EA	18		
B-35	D-705	6" Underdrain, Perforated PVC, complete	LF	15,887		
B-36	D-705	6" Underdrain, Non-perforated PVC, complete	LF	3,384		
B-37	D-751	Underdrain Inspection Pit	EA	25		
B-38	D-751	Underdrain Cleanout	EA	69		
B-39	P-152	Unclassified Excavation (Concrete Pavement and Asphalt Shoulder)	CY	41,979		
B-40	P-152	Soft Subgrade Removal and Replacement with Suitable Material (beneath Concrete Pavement and Asphalt Shoulder)	CY	9,276		
B-41	31 -32-13.26	8" Lime / Fly-Ash Treated Subgrade (beneath Concrete Pavement)	SY	195,252		
B-42	31 -32-13.26	Lime (for Lime / Fly-Ash Treated Subgrade beneath Concrete Pavement)	TN	2,577		
B-43	31 -32-13.26	Fly-Ash (for Lime / Fly-Ash Treated Subgrade beneath Concrete Pavement)	TN	6,443		
B-44	P-209/ P-219	5" Aggregate Subbase (beneath Concrete Pavement)	SY	158,816		
B-45	P-304	9" Cement Treated Base (beneath Concrete Pavement)	SY	158,816		
B-46	P-501	18" Reinforced Portland Cement Concrete Pavement	SY	153,445		
B-47	P-501	Temporary 18" Portland Cement Concrete Pavement	SY	1,055		
B-48	31 -32-13.26	8" Lime / Fly-Ash Treated Subgrade (beneath Asphalt Shoulder)	SY	68,260		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-49	31 -32-13.26	Lime (for Lime / Fly-Ash Treated Subgrade beneath Asphalt Shoulder)	TN	878		
B-50	31 -32-13.26	Fly-Ash (for Lime / Fly-Ash Treated Subgrade beneath Asphalt Shoulder)	TN	2,193		
B-51	P-209/ P-219	9.5" Aggregate Subbase (beneath Asphalt Shoulder)	SY	72,738		
B-52	P-602	Bituminous Prime Coat (Asphalt Shoulder)	GAL	163,890		
B-53	P-603	Bituminous Tack Coat (on concrete pavement edge at asphalt shoulder)	GAL	1,698		
B-54	P-401	4" Bituminous Surface Course (Asphalt Shoulder)	SY	68,879		
B-55	P-620	Yellow Painted Pavement Marking with Glass Beads (Temporary Centerline)	SF	12,803		
B-56	P-620	Black Painted Pavement Marking (Temporary Centerline)	SF	15,673		
B-57	P-620	Surface Painted Runway Holding Position Marking (Temporary)	SF	332		
B-58	P-620	Yellow Painted Pavement Marking with Glass Beads (Permanent Centerline, Edgeline)	SF	52,758		
B-59	P-620	Black Painted Pavement Marking (Permanent Centerline, Edgeline)	SF	41,607		
B-60	P-620	Enhanced Taxiway Centerline Markings (Permanent)	SF	4,931		
B-61	P-620	Runway Holding Position Markings (Permanent)	SF	7,369		
B-62	P-620	Surface Painted Runway Identification Markings (Permanent)	SF	4,311		
B-63	P-620	POFZ Markings (Permanent)	SF	1,013		
B-64	26-05-05	Remove & Salvage Elevated Edge Light, Remove Base Can in Modified Pavement Areas	EA	157		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-65	26-05-05	Remove & Salvage In-Pavement Light, Remove Base Can in Modified Pavement Areas	EA	459		
B-66	26-05-05	Remove & Salvage Elevated Edge Light, Base Can to Remain in Existing Pavement Areas	EA	275		
B-67	26-05-05	Remove & Salvage In-Pavement Light, Base Can to Remain in Existing Pavement Areas	EA	565		
B-68	26-05-05	Remove & Salvage Light, Base Can to Remain and add new steel coverplate in Existing Pavement Areas	EA	30		
B-69	26-05-05	Remove and Dispose of existing "Y" connectors and associated cables used on In-Pavement Runway Guard Lights	EA	75		
B-70	26-05-05	Remove Empty Base Can in Modified Pavement Areas	EA	60		
B-71	26-05-05	Remove Sign including Foundation	EA	45		
B-72	26-05-05	Remove Abandoned Sign Foundation	EA	3		
B-73	26-05-05	Remove and Salvage Sign, Remove Sign Foundation	EA	21		
B-74	26-05-05	Remove #8 AWG, L-824C in Conduit or Ductbank	LF	369,601		
B-75	26-05-05	Remove Conduit in Modified Pavement Areas	LF	59,320		
B-76	26-05-05	Remove Conduit in Earth	LF	9,808		
B-77	26-05-05	Remove Ductbank in Modified Pavement Areas	LF	4,836		
B-78	26-05-05	Remove Ductbank in Earth	LF	3,300		
B-79	26-05-05	Remove L-867D Pullbox or Handhole (smaller than 3'x3'x3')	EA	20		
B-80	26-05-05	Remove existing handhole 3'x3'x3' or larger	EA	6		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-81	26-05-05	No. 8 AWG, L-824C Cable, including 2" Conduit and Other Electrical Provisions for Temporary Power	LF	240,945		
B-82	26-05-05	Provide Temporary Sign Panels during construction for Phasing	EA	109		
B-83	L-108	No. 8 AWG, L-824C Cable, Installed in conduit or duct	LF	333,719		
B-84	L-108	No. 6 AWG Bare Counterpoise Wire, Installed in conduit trench, Including Ground Rods and Ground Connections	LF	64,059		
B-85	L-108	FAA RWSL Circuit with (2) #8 AWG L-824C (1-Red, 1-Black) and #6 AWG USE installed in Conduit or Duct	LF	2,500		
B-86	L-108	No. 1/0 AWG Bare Counterpoise Wire, Installed in conduit trench, Including Ground Rods and Ground Connections	LF	2,500		
B-87	L-110	1-way, 2" PVC Conduit, Concrete Encased in New Shoulder Pavement	LF	28,000		
B-88	L-110	1-way, 2" PVC Conduit, Concrete Encased in New Full Strength Pavement	LF	36,404		
B-89	L-110	1-way, 2" PVC Conduit, Direct Earth Buried	LF	686		
B-90	L-110	1-way, 4" PVC Conduit, Direct Earth Buried	LF	100		
B-91	L-110	2-way, 2" PVC Conduit, Concrete Encased in New Shoulder Pavement	LF	100		
B-92	L-110	2-way, 2" PVC Conduit, Concrete Encased in New Full Strength Pavement	LF	400		
B-93	L-110	4-way, 4" PVC Conduit, Concrete Encased including Ground Rods and Counterpoise Cable	LF	3,486		
B-94	L-110	Conduit Transition under Pavement	EA	55		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-95	L-115	L-867D Pullbox	EA	20		
B-96	L-115	Install new aircraft-rated handhole 4'x4'x4'	EA	5		
B-97	L-115	Adjust Elevation of Existing Structure and Make Aircraft Rated	EA	40		
B-98	L-115	Modify Existing Structure to Make Aircraft Rated	EA	25		
B-99	26-35-53	North Vault Upgrades for Circuit Modifications	LS	1		
B-100	26-55-90	L-861T(L) LED MITL with L-867B Base Can in New Shoulder Pavement	EA	255		
B-101	26-55-90	L-861T(L) LED MITL on existing L-867B Base Can	EA	260		
B-102	26-55-90	L-852C(L) LED Bi-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	241		
B-103	26-55-90	L-852K(L) LED Bi-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	185		
B-104	26-55-90	L-852C(L) LED Uni-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	93		
B-105	26-55-90	L-852K(L) LED Uni-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	24		
B-106	26-55-90	L-852C(L) LED Bi-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	118		
B-107	26-55-90	L-852K(L) LED Bi-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	75		
B-108	26-55-90	L-852C(L) LED Uni-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	210		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-109	26-55-90	L-852F Omni-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	5		
B-110	26-55-90	L-852G(L) LED Runway Guard light with Integral flashing & monitoring, mounted on new L-868B 2-Piece Base Can in New Full strength pavement	EA	40		
B-111	26-55-90	L-852G(L) LED Runway Guard light with Integral flashing & monitoring, mounted on existing L-868B Base Can	EA	116		
B-112	26-55-90	New L-868B Base Can with Blank Cover in New Full Strength pavement	EA	10		
B-113	26-55-90	Install Salvaged fixture in new base can in new pavement	EA	26		
B-114	26-55-90	New LED Guidance Sign including Foundation - 3-Module, Single Face	EA	27		
B-115	26-55-90	New LED Guidance Sign including Foundation - 4-Module, Double Face	EA	2		
B-116	26-55-90	Install Salvaged Sign on new Foundation	EA	9		
B-117	26-55-90	Remove and Replace Size 3 Sign Panel	EA	91		
B-118	26-55-90	Remove and Repair Bolts/Threads on Existing Base Can	EA	296		
B-119	26-55-90	Install new Isolation Transformer, Splice Kit and Fixture Tag	EA	91		
B-120	26-55-90	Install new Isolation Transformer, Splice Kit, Lamps & Sign Tag	EA	16		
B-121	26-55-90	Photometric testing of Airfield Lighting	LS	1		
B-122	26-55-90	Pavement Block-out for L-868B base Can	EA	45		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-123	26-55-92	Calibrate and update Runway Guard Light Monitoring and Control System	LS	1		
B-124	26-56-95	ALRCS System Upgrades	LS	1		
<u>TOTAL BASE UNIT PRICES</u>					\$ _____	

REST OF PAGE INTENTIONALLY LEFT BLANK

**C. EXTRA UNIT PRICE TABLE:**

Item No.	Spec Ref.	Extra Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
C-1	01-59-01	Radios for Monitoring ATCT Communications	LS	1		
C-2	02221	Remove and Dispose 18" RCP Storm Sewer	LF	100		
C-3	02221	Remove and Dispose 30" RCP Storm Sewer	LF	100		
C-4	P-620	White Painted Pavement Marking with Glass Beads (Permanent)	SF	1,000		
C-5	P-620	Red Painted Pavement Marking with Glass Beads (Permanent)	SF	1,000		
C-6	P-610	Subbase Preparation and 4" – 6" Reinforced Concrete Seal Slab	SY	175		
<u>TOTAL EXTRA UNIT PRICES</u>					\$ _____	

REST OF PAGE INTENTIONALLY LEFT BLANK



**D. CONTRACTOR INCENTIVE/BONUS TABLE:**

Contractor Incentive/ Bonus No.	Spec Ref.	Contractor Incentive/Bonus Short Title	Contractor Incentive/ Bonus in figures (1)
D-1	00800	Clean Air Incentive	\$300,000.00
<u>TOTAL CONTRACTOR INCENTIVE/BONUS</u>			\$300,000.00

REST OF PAGE INTENTIONALLY LEFT BLANK

**E. CASH ALLOWANCE TABLE:**

Cash Allowance No.	Spec Ref.	Cash Allowance Short Title	Cash Allowance in figures (1)
E-1	01210	Cash Allowances	\$350,000.00
<u>TOTAL CASH ALLOWANCES</u>			\$350,000.00

REST OF PAGE INTENTIONALLY LEFT BLANK

**F. ALTERNATES TABLE:**

Item No.	Spec Ref.	Alternate Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total Price for Alternate in figures
<u>TOTAL ALTERNATES</u>					\$	NA

REST OF PAGE INTENTIONALLY LEFT BLANK

**G. 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.

Section 00430

BIDDER'S BOND

THAT WE, \_\_\_\_\_, as Principal,  
(Bidder)  
("Bidder"), and the other subscriber hereto, \_\_\_\_\_, as Surety, do hereby  
acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum  
of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (an  
amount equal to 2 percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for the  
payment of which sum, well and truly to be made to the City of Houston and its successors, the Bidder 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 Bidder has submitted on or about this day a proposal offering to perform the following:

Reconstruction of Taxiway NA, George Bush Intercontinental Airport, Houston, Texas

Project No. 907, CIP No. A-000570, AIP No.3-48-0111-107-16

(Project Name, Location and Number)

in accordance with the Drawings, Specifications, and terms and conditions related thereto to which reference is  
hereby made.

NOW, THEREFORE, if the Bidder's offer as stated in the Section 00410 – Bid Form is accepted by the  
City, and the Bidder executes and returns to the Section 00520 – Agreement, required by the City, on the forms  
prepared by the City, for the Work and also executes and returns the same number of the Performance,  
Payment and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized by the State  
Board of Insurance to conduct insurance business in the State of Texas, and having an underwriting limitation  
in at least the amount of the bond) and other submittals as required by Section 00495 – Post-Bid Procedures,  
in connection with the Work, within the Contract Time, then this obligation shall become null and void;  
otherwise it is to remain in full force and effect.

If Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and  
Surety shall be liable to the City for the full amount of this obligation which is hereby acknowledged as the  
amount of damages which will be suffered by the City on account of the failure of such Bidder to perform such  
obligations, the actual amount of such damages being difficult to ascertain.

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 Bidder 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:  
Title:

ATTEST/SURETY WITNESS: (SEAL)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
(Full Name of Surety)

\_\_\_\_\_  
(Address of Surety for Notice)

\_\_\_\_\_  
(Telephone Number of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

END OF SECTION



Section 00450

BIDDER'S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

This certifies that the status of the Bidder, \_\_\_\_\_, in  
(Bidder's Name)

regard to the City of Houston Code of Ordinances, Chapter 15, Article V, relating to City-wide percentage goals for contracting with Minority and Women-owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE), Chapter 15, Article VI, relating to City-wide percentage goals for contracting with Persons with Disabilities Business Enterprises (PDBE) and Chapter 15, Article IX, relating to City-wide percentage goals for contracting with a Small Business Enterprise (SBE) is as follows:

1. Bidder (individual, partnership, corporation) is  is not  a Minority Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
2. Bidder (individual, partnership, corporation) is  is not  a Women-owned Business Enterprise as certified by the Affirmative Action and Contract Compliance Division.
3. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Persons with Disabilities Business Enterprise as defined above.
4. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Disadvantaged Business Enterprise as defined above.
5. Bidder (individual, partnership, corporation) does  does not  declare itself to be a Small Business Enterprise as defined above.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION





Document 00452

Form A

**CONTRACTOR SUBMISSION LIST  
CITY OF HOUSTON CAMPAIGN FINANCE 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 Chapter 18 of the Code of Ordinances.

Pursuant to Section 18-36 of the Code of Ordinances, it is unlawful either for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor 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, or a determination by City Council of the Mayor that the contract will not be awarded to a contractor.

The term "contractor" means any person who has received the award of a contract, has submitted a bid or proposal in any form for the award of a contract, or has been proposed to be awarded the contract in an item placed upon the City Council agenda, including any other person who seeks the award of the contract and is contesting, appealing, or protesting the award of the contract as proposed.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

SOLE PROPRIETOR

Name \_\_\_\_\_  
Proprietor Address

A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF PARTNERSHIP (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Partner Address

Name \_\_\_\_\_

Partner

Address

[ ] A LIMITED LIABILITY COMPANY

LIST EACH MEMBER OR MANAGER (IF NO MEMBERS) HAVING EQUITY INTEREST OF 10% OR MORE IN THE LIMITED LIABILITY COMPANY (IF NONE, STATE "NONE")

Name \_\_\_\_\_  
Member/Manager Address

Name \_\_\_\_\_  
Member/Manager Address

Name \_\_\_\_\_  
Member/Manager Address

[ ] A CORPORATION

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

Name \_\_\_\_\_  
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name \_\_\_\_\_  
Owner Address

Name \_\_\_\_\_  
Owner Address

*Reconstruction of Taxiway NA*  
*Project No. 907 CIP No. A-000570*  
*AIP No. 3-48-0111-107-16*

**CONTRACTOR SUBMISSION LIST**  
**CAMPAIGN FINANCE ORDINANCE**

Name \_\_\_\_\_  
Owner Address

*Reconstruction of Taxiway NA*  
*Project No. 907 CIP No. A-000570*  
*AIP No. 3-48-0111-107-16*

**CONTRACTOR SUBMISSION LIST**  
**CAMPAIGN FINANCE ORDINANCE**

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

---

Signature

---

Printed Name

---

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

END OF DOCUMENT

---

Section 00454

AFFIDAVIT OF NON-INTEREST

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who

Affiant

being by me duly sworn on his oath stated that he is \_\_\_\_\_, of

Title

\_\_\_\_\_  
Name of Firm

the firm named and referred to and in the foregoing; and that he knows of no officer, agent, or employee of the City of Houston being in any manner interested either directly or indirectly in such Contract.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on \_\_\_\_\_.

Date

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or type name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF SECTION



Document 00455

**OWNERSHIP INFORMATION FORM**

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE THAT FACT TO AVOID REJECTION OF THIS AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: *CORPORATE/LEGAL NAME DBA ASSUMED NAME*.

**STATE OF** \_\_\_\_\_ §  
\_\_\_\_\_  
\_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_ §

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ [FULL NAME] (the "Affiant"), \_\_\_\_\_  
\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of \_\_\_\_\_  
\_\_\_\_\_ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting  
Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_

\_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity; and  
6. All owners of 10% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: 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 **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

**10% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[NO./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_



**7. Optional Information**

Contracting Entity and/or \_\_\_\_\_ [NAME OF OWNER OR  
NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied  
against \_\_\_\_\_ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as  
follows:

Name of Debtor: \_\_\_\_\_  
Tax Account Nos. \_\_\_\_\_  
Case or File Nos. \_\_\_\_\_  
Attorney/Agent Name \_\_\_\_\_  
Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_  
Tax Years \_\_\_\_\_

Status of Appeal [DESCRIBE] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the  
Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has  
personal knowledge of the accuracy of the information provided herein, and that the information provided herein is  
true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code.  
Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.  
Attach additional pages if needed to supply the required names and addresses.



Document 00456

BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
BUY AMERICAN PROGRAM  
(AVIATION SAFETY AND CAPACITY EXPANSION ACT OF 1990)

By submitting a bid, except for those items listed by Bidder below or on additional copies of this page, attached to this page, Bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States. In case of conflicts with corresponding provisions of other Bidding Documents, Buy American Program provisions govern.

Bidders may obtain from the City a list of products excepted from this provision. Use additional copies of this page as required.

PRODUCT

COUNTRY OF ORIGIN


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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

END OF DOCUMENT



Section 00457

Conflict of Interest Questionnaire

Local Government Code Chapter 176 requires Bidders with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston.

The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission's website at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaire will be posted on the City Secretary's website. Also you will find a list of the City Local Government Officers on the City Secretary's website.

For your convenience the CIQ form is attached as part of this document. Although the City has provided this document for the Bidders convenience, it is the Bidders responsibility to submit the latest version of the CIQ form as promulgated by the Texas Ethics Commission.

The Failure of any Bidder to comply with this law is a Class C misdemeanor.

END OF SECTION



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date





BIDDER'S CERTIFICATION REGARDING  
FOREIGN TRADE RESTRICTIONS (49 CFR PART 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it (a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representative (USTR); (b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; (c) has not procured any product nor subcontracted for the supply of any product for use in the Work that is produced in a foreign country on said list.

*Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use in the Work, the Federal Aviation Administration may direct, through the sponsor, cancellation of the Contract at no cost to the Government.*

Further, Contractor agrees that, if awarded a contract, Contractor will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless Contractor has knowledge that the certification is erroneous. Contractor shall provide immediate written notice to the City if Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor, if at any time it learns that Subcontractor certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that Contractor or Subcontractors knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the Contract or subcontract for default at no cost to the City.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, certification required by this provision. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

*This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.*

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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**BIDDER'S CERTIFICATION REGARDING  
FOREIGN TRADE RESTRICTIONS**

---

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

END OF SECTION

Document 00459

CONTRACTOR'S STATEMENT REGARDING PREVIOUS CONTRACTS  
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY

*Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.*

Contractor has \_\_\_ has not \_\_\_ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

Contractor has \_\_\_ has not \_\_\_ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If Contractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, Contractor (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

*Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event Contractor has not received the form, Contractor may obtain it by writing to the following address:*

*Joint Reporting Committee  
1800 G Street  
Washington, DC 20506*

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's Firm Name

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

END OF DOCUMENT

00459-1  
02-01-2004





**City of Houston  
Pay or Play Program  
Acknowledgement Form**



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**\*Fill out all information below and submit this form with your bid/proposal packet.**

\_\_\_\_\_  
Solicitation Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Note: For more information contact your POP Liaison or the POP Contract Administrator. All contact information can be found on [www.houstontx.gov](http://www.houstontx.gov) →Departments→Office of Business Opportunity→Pay or Play.**



# **Document 00470D**

Houston Airports  
City of Houston

Disadvantage Business Enterprise Participation Plan

**SCHEDULE OF DBE PARTICIPATION**  
**PROJECT NO. 907 PROJECT NAME: RECONSTRUCTION OF TAXIWAY NA**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF DBE SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL .....					\$ _____
DBE PARTICIPATION AMOUNT .....					\$ _____ %
TOTAL BID AMOUNT .....					\$ _____



**(CONTINUED): SCHEDULE OF DBE PARTICIPATION  
PROJECT NO. 907 PROJECT NAME: RECONSTRUCTION OF TAXIWAY NA**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S DBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH DISADVANTAGE BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).


THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE DISADVANTAGE BUSINESS ENTERPRISE SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
**ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.**  
**THIS SCHEDULE OF DBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

\_\_\_\_\_  
**BIDDER COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**TITLE**

**DBE LETTER OF INTENT**  
**PROJECT NO. 907 PROJECT NAME: RECONSTRUCTION OF TAXIWAY NA**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**  
**City Purchasing Agent**

***DISADVANTAGE BUSINESS ENTERPRISE (DBE) AND SUPPLIER***

**LETTER OF INTENT**

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

DBE Participation Amount: \$\_\_\_\_\_ **DBE GOAL** \_\_\_\_\_%

1. \_\_\_\_\_ agrees to perform work/supply goods and/or

**(Name of Disadvantage Business Enterprise)**

Services in connection with the above-named contract and \_\_\_\_\_ as:

**Name of Prime Contractor**

(a) \_\_\_\_\_ An Individual

(b) \_\_\_\_\_ A Partnership

(c) \_\_\_\_\_ A Corporation

(d) \_\_\_\_\_ A Joint Venture

2. \_\_\_\_\_ status is confirmed by DBE Directory made

**(Name of Disadvantage Business Enterprise)**

available through the City of Houston Office of Business Opportunity. Certificate No.: \_\_\_\_\_.

3. \_\_\_\_\_ and \_\_\_\_\_

**(Name of Prime Contractor)**

**(Disadvantage Business Enterprise)**

intend to work on the above-named contract in accordance with the DBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
(Signed -- Prime Contractor)

\_\_\_\_\_  
(Signed -- Disadvantage Business Enterprise)

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**CERTIFIED DBE SUBCONTRACT TERMS**  
**PROJECT NO. 907 PROJECT NAME: RECONSTRUCTION OF TAXIWAY NA**

Contractor shall insure that all subcontracts with DBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. \_\_\_\_\_ (DBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. \_\_\_\_\_ (DBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) 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. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor 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 such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7<sup>th</sup> Floor, Houston, Texas 77002.

**OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE DBE UTILIZATION REPORT  
PROJECT NO. 907 PROJECT NAME: RECONSTRUCTION OF TAXIWAY NA**

Report Period: \_\_\_\_\_

PROJECT NAME & NUMBER: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

LIAISON/PHONE NO.: \_\_\_\_\_

M/WBE GOAL: \_\_\_\_\_

DBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Please update this information no less that monthly electronically to the City of Houston B2G System. Provide support documentation on all revenues paid to end of the report period to: DBE's to reflect up/down variances on Contract amount.

Houston Airport System  
ATTN: Office of Business Opportunity  
(281) 233-7823  
18600 Lee Road  
Humble, Texas 77338

**END OF DOCUMENT**

00470D  
6-18-2019

FORM SCM-1 REFERENCE VERIFICATION

**1.0 REFERENCES**

- 1.1 Contractor must be able to demonstrate that they have sufficient expertise, qualified personnel experienced and that their company has done or currently providing the services of similar size as specified in the statement of work. Contractor must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their bid.
- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of bid submittal.

**LIST OF CURRENT/PREVIOUS CUSTOMERS**

1. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

**FORM SCM-1**  
**REFERENCE VERIFICATION**

*Reconstruction of Taxiway NA*  
*Project No. 907 CIP No. A-000570*  
*AIP No. 3-48-0111-107-16*

<b>SAMPLE</b>	<b>REFERENCE VERIFICATION</b>
Houston Airport System	
Planning, Design & Construction	
Reference Verification for _____	(Respondent's Company Name)
<b>Name of Company:</b>	
<b>Name of Contact:</b>	
<b>Phone Number of Contact:</b>	
<b>E-Mail Address of Contact:</b>	
<b>QUESTIONS TO BE ASKED BY HOUSTON AIRPORT SYSTEM</b>	
1. When did this company perform work for you?	
2. What type of service did this company perform for you?	
3. Did they perform the work as agreed?	
4. Was the company timely with responding to your needs?	
5. How many instances of services has this company provided for you?	
6. Did company representatives conduct themselves in a professional manner?	
7. Would you do business with this company again?	
Additional Comments:	
Name/Phone Number of Person conducting Reference Verification:	
SIGNATURE: _____	DATE: _____

END OF SECTION

ANTI-COLLUSION STATEMENT

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

END OF SECTION





Document 00495

POST-BID PROCEDURES

1.0 DOCUMENT ADDRESSES

- A. Notice of Intent to Award.
- B. Monitoring Authority
- C. Requirements of Bidder.
- D. Failure of Bidder to comply with requirements.
- E. Notice to Proceed.

2.0 NOTICE OF INTENT TO AWARD

- A. The City will provide written Notice of Intent to Award to Low Bidder.

3.0 DEFINITIONS

- A. The "Monitoring Authority" for this Project is:

Houston Airport System  
Office of Business Opportunity  
Contract Compliance Section  
18600 Lee Road, Suite 131  
Humble, Texas 77338

4.0 REQUIREMENTS OF BIDDER

- A. Within 10 work days of receipt of Notice of Intent to Award, Low Bidder shall execute and deliver to André Morrow, Senior Procurement Specialist, Supply Chain Management, for the City's approval, documents indicated by an "X" below:

- [ X ] Document 00501 - Resolution of Contractor
- [ X ] Document 00520 – Agreement
- [ X ] Document 00570 – Revised MWSBE Participation Plan *(Only submit if you have changed your MWBE participation plan from the original 00470)*

- Document 00571 – Post-Bid Good Faith Efforts (*Only submit if you could not meet MWBE participation goals from the 00570*)
- Document 00572 – Contractor’s Goal Deviation Request (*Only submit if you could not meet MWBE participation goals from the 00570*)
- Document 00600 - List of Proposed Subcontractors and Suppliers
- Document 00601 - Drug Policy Compliance Agreement
- Document 00602 - Contractor's Drug-free Workplace Policy (*Contractor creates this document.*)
- Document 00604 - History of OSHA Actions and List of On-the-job Injuries
- Document 00605 - List of Safety Impact Positions (*Contractor completes this list. Do not submit if submitting Document 00606.*)
- Document 00606 - Contractor's Certification of No Safety Impact Positions (*Do not submit if submitting Document 00605.*)
- Document 00607 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (For AIP Grant only)
- Document 00608 - Contractor's Certification Regarding Non-segregated Facilities for Project Funded by AIP Grant (For AIP Grant only)
- Document 00610 - Performance Bond (100% of total amount of bid)
- Document 00611 - Statutory Payment Bond (100% of total amount of bid)
- Document 00612 - One-year Maintenance Bond (100% of total amount of bid)
- Document 00613 - One-year Surface Correction Bond (4% of total amount of bid)
- Document 00620 - Affidavit of Insurance
- Document 00621 – City of Houston *Certificate of Insurance* (*for guidance, see Document 00800, Article 11*)
- Document 00622 - Name and Qualifications of Proposed Superintendent (*Contractor creates this document.*)
- Document 00623 - Contractor's Act of Assurance (SRF Form ED-103)
- Document 00626 - SRF Affirmative Steps Solicitation Report
- Document 00627 - SRF Prime Contractor Affirmative Steps Certification and Goals
- Document 00628 - Affidavit of Compliance with DBE Program (For AIP Grant only)
- Document 00629 - Affidavit for FAA Form 7460-1
- Document 00630 – Agreement to comply with POP Program
- Document 00631 - City of Houston Pay or Play Program – List of Participating Subcontractors
- Document 00632 – EEO Certification by Material Suppliers, Professional Service Providers
- Document 00636 – Certificate of Interested Parties FORM 1295
- Document 00810 – Wage Scale for Engineering Construction; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise

- Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees (For AIP Grant only)
- [ X ] Document 00811 – Wage Scale for Building Construction; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees (For AIP Grant only)
  - [ ] Document 00812 – Wage Scale for Engineering Heavy Construction [For Water and Sewer]; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees
  - [ ] Document 00814 – Wage Scale for Engineering Heavy Construction [For Flood Control]; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees
  - [ ] Document 00820 – Wage Scale for Civil Engineering Construction [For CIP Funded Project]; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees
  - [ ] Document 00821 – Wage Scale for Building Construction [For CIP Funded Project]; Exhibit B, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees; Exhibit C, Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees
- B. Original forms contained in Document 00805 - Equal Employment Opportunity Program Requirements:
- C. Designations of Subcontractors and Suppliers, who have been selected by Bidder in Part B - Schedule of Non-MWBE/PDBE/DBE/SBE Subcontractors and Suppliers of Document 00600 - List of Proposed Subcontractors and Suppliers, and accepted by the City, may be changed only with prior notice and acceptance by Project Manager as provided in Conditions of the Contract.
- D. On Bidder's written request, André Morrow, Senior Procurement Specialist, may grant an extension of time, not to exceed 5 days, to furnish documents specified in Paragraphs 4.0.A and 4.0.B. If Bidder is required to resubmit documents specified in Paragraph 4.0.A or 4.0.B, Bidder shall do so within time limits provided in the request for resubmission.

- E. Designations of Subcontractors and Suppliers, who have been selected by Bidder in its Participation Plan, and accepted by the City, may be changed only with prior notice and acceptance by the Monitoring Authority as provided in Document 00808 - Minority and Women-owned Business Enterprise (MWBE), Persons with Disabilities Business Enterprise (PDBE) and Small Business Enterprise (SBE) Program or Document 00807 – Bidder Contractor Requirements for DBE Program for AIP Funded Projects.

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should Bidder, on receipt of Notice of Intent to Award, fail to comply with requirements of this Document 00495 within stated time, the City may declare award in default and require forfeiture of the Security Deposit.
- B. After the City's written notice of default to Low Bidder, the City may award the Contract to Bidder whose offer is the next lowest bid, and Security Deposit of Bidder in default shall be forfeited to the City in accordance with provisions of Document 00200 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon the City's execution of the Agreement and delivery to Contractor, SCM will give Document 00551 - Notice to Proceed to Contractor, which establishes Date of Commencement of the Work.

END OF DOCUMENT

Section 00501

RESOLUTION OF CONTRACTOR

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that \_\_\_\_\_, 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 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 \_\_\_\_\_ day of this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature for Governing Entity)

\_\_\_\_\_  
(Print or Type Name and Title of Authorized Signatory)

**SWORN AND SUBSCRIBED** before me on \_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Print or Type Name of Notary Public

INSTRUCTIONS: Contractor must execute a Resolution of Contractor for each individual authorized to sign Contract Documents related to this Contract. Contractor may rescind Resolutions of Contractor through a written document in similar form.

END OF SECTION



Document 00520

**AGREEMENT**

**Project:** Reconstruction of Taxiway NA

**Project Location:** George Bush Intercontinental Airport (Key Map No. )

**Project No:** 907, CIP Number A-000570, AIP Number 3-48-0111-107-16

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

and

**Contractor:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

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

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

Devon Tiner, P.E. – Design Division, Department of Aviation, City Of Houston (or his or her successor)

Address for Written Notice: P. O. Box 60106, Houston, Texas 77205-0106

Phone Number: 281-233-1942

Email Address: Devon.Tiner@houstontx.gov

**City Engineer, City Employee designated by the Director of Department of Aviation to represent the City Engineer, with respect to all other terms of the General Conditions, is:**

Cynthia Straughan, P.E. (or his or her successor)

Phone Number: 281-233-1695

E-mail Address: Cynthia.Straughan@houstontx.gov

**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 553 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 Not Applicable

**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 25th 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 Bid Documents.



- 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 General Requirements Division 01.
  - 7.1.4 Technical Specs: Divisions 02 through 17 of Specifications (Division 17 – Telecommunications - may be substituted by the Division 27 under the CSI Masterformat 04 numbering system.)
  - 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
  - 7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated \_\_\_\_\_

Addendum No. 2, dated \_\_\_\_\_

Addendum No. 3, dated \_\_\_\_\_

- 7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[ X ] 00410B	Bid Form – Part B
[ ] 00470	Pre-bid MWSBE Participation Plan
[ X ] 00470D	Pre-bid DBE Participation Plan for Project Funded by AIP Grant
[ ] 00471	Pre-bid Good Faith Efforts
[ ] 00472	Pre-bid Goal Deviation Request
[ X ] 00501	Resolution of Corporation (if a corporation)
[ ] 00570	Post-bid MWSBE Participation Plan
[ ] 00571	Post-bid Good Faith Efforts
[ ] 00572	Post-bid Goal Deviation Request
[ X ] 00607	Contractor's Certification Regarding Debarment, Suspension for Project Funded by AIP Grant
[ X ] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[ X ] 00610	Performance Bond
[ X ] 00611	Statutory Payment Bond
[ X ] 00612	One-year Maintenance Bond
[ X ] 00613	One-year Surface Correction Bond
[ X ] 00620	Affidavit of Insurance
[ X ] 00621	City of Houston Certificate of Insurance

- 00628 Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
- 00630 Agreement to Comply with Pay or Play Program
- 00631 List of Participating Subcontractors (POP-3)
- 00801 FAA Supplementary Conditions (for AIP Only)
- 00804 ARRA requirements (for ARRA grants Only)
- 00805 EEO Program Requirements
- 00806 Disadvantaged Business Enterprise (DBE) Program (For AIP Only)
- 00807 Bidder/Contractor Requirements For Disadvantaged Business Enterprise (DBE) Program (For AIP Only)
- 00808 Bidder Requirements for MWSBE Program
- 00810 Federal Wage Rate - Highway
- 00811 Federal Wage Rate - Building
- 00812 Wage Rate for Engineering Heavy – Water & Sewer Line
- 00814 Wage Rate for Engineering Heavy – Flood Control
- 00820 Wage Rate for Engineering Construction
- 00821 Wage Rate for Building Construction
- 00840 Pay or Play Program
- 00842 Letter of Intent
- 00912 Rider (Contractor Initials: \_\_\_\_\_)

**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: \_\_\_\_\_

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**CITY OF HOUSTON, TEXAS**

APPROVED:

SIGNED:

By: \_\_\_\_\_  
Director, Department of Aviation

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

COUNTERSIGNED:

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

ATTEST/SEAL:

Date Countersigned:

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

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: Reconstruction of Taxiway NA \_\_\_\_\_ TOTAL DBE AWARD: \$ \_\_\_\_\_  
ORIG. CONTRACT PRICE: \$ \_\_\_\_\_ TOTAL MWSBE AWARD: \$ \_\_\_\_\_  
PROJECT NO.: 907 CIP A-000570 AIP 3-48-0111-107-16 TOTAL HUB AWARD: \$ \_\_\_\_\_  
DATE OF REPORT: \_\_\_\_\_ TOTAL PDDBE AWARD: \$ \_\_\_\_\_

NAICS (6 digits)	SUBCONTRACTOR OR SUPPLIER (INCLUDE "MWSBE", "PDDBE", "DBE", OR "HUB" DESIGNATION) <sup>2</sup>	ADDRESS	SCOPE OF WORK <sup>3</sup>

- NOTES:**
1. RETURN FOR ALL PROJECTS AS REQUIRED IN DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS. RETURN WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD
  2. DESIGNATE FIRMS CERTIFIED BY THE CITY OFFICE OF BUSINESS OPPORTUNITY ON THIS FORM.
  3. DESCRIBE THE WORK TO BE PERFORMED, FOR WHICH THE FIRM IS CERTIFIED, SUCH AS "PAVING", "ELECTRICAL", ETC.
  4. **CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED. COPIES OF CONTRACTS WITH DESIGNNATED FIRMS MUST BE SENT TO THE OFFICE OF BUSINESS OPPORTUNITY.**

SIGNATURE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Type or Print)

**LIST OF PROPOSED  
SUBCONTRACTORS AND SUPPLIERS**

*Reconstruction of Taxiway NA*  
*Project No. 907 CIP No. A-000570*  
*AIP No. 3-48-0111-107-16*

**CONTINUATION PAGE**

PROJECT NAME: Reconstruction of Taxiway NA \_\_\_\_\_

DATE OF REPORT: \_\_\_\_\_

PROJECT NO.: 675 CIP A-000570 AIP 3-48-0111-107-16

<b>NAICS</b> (6 digits)	<b>SUBCONTRACTOR OR SUPPLIER (INCLUDE "MWSBE", "PDBE", "DBE", OR "HUB" DESIGNATION)<sup>2</sup></b>	<b>ADDRESS</b>	<b>SCOPE OF WORK<sup>3</sup></b>

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_

**END OF SECTION**

Section 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, \_\_\_\_\_, \_\_\_\_\_,  
Name Title

of \_\_\_\_\_  
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

END OF SECTION





HISTORY OF OSHA ACTIONS AND LIST OF ON-THE-JOB INJURIES

Prior to award of the Contract, Low Bidder will be required to file the following with the City:

1. A history of all OSHA actions, advisories, etc., Contractor has received on all jobs worked in any capacity, prime or subcontractor. The history shall be for the two-year period preceding the Bid Date of the Project.
2. A list of all on-the-job injuries, accidents, and fatalities suffered by any present or former employees of Contractor during the same two-year period.
3. If less than the two-year period, give the date Contractor started doing business.

This information must be submitted to the City within the time period stated in Section 00498 – Notice of Intent to Award. An officer of the company must certify in a notarized statement that the information submitted is true and correct.

END OF SECTION



LIST OF SAFETY IMPACT POSITIONS

\*\*\*\*\*

*Contractor is to provide a complete List of Employee Classifications that are considered in a "Safety Impact Position" and the number of employees in each of those classifications.*

\*\*\*\*\*

<u>Employee Classification</u>	<u>Number of Employees</u>

END OF DOCUMENT



Document 00607

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company:

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify the above statements. My explanation is attached.

END OF DOCUMENT



Document 00608

**CONTRACTOR'S CERTIFICATION REGARDING  
NON-SEGREGATED FACILITIES FOR PROJECT FUNDED BY AIP GRANT**

*NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (41 CFR 60-1.8)*

(1) A Certification of Non-segregated Facilities must be submitted 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 provisions of the equal opportunity clause shall forward the following notice to prospective subcontractors for supplies and construction contracts where subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

(1) A Certification of Non-segregated Facilities must be submitted 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 provisions of the equal opportunity clause shall forward this notice to prospective subcontractors for supplies and construction contracts where subcontracts exceed \$10,000 and are not exempt from provisions of the equal opportunity clause.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his 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, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications 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 will retain such certifications in his files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-  
SEGREGATED FACILITIES**

Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from provisions of the Equal Opportunity Clause.

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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Contractor's IRS Employer ID No.

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

**END OF DOCUMENT**





LIST OF NONROAD DIESEL EQUIPMENT

Provide a list of nonroad diesel equipment that will be used in the performance of work on this Project as defined under this Contract or on a project-specific location that supports only the Project and is within one mile of the Project ("Project Site").

This list shall include the following information:

- An assigned Contractor-unique identification number, which shall be prominently placed on the exterior of individual pieces of Equipment;
- The dates each piece of Equipment is anticipated to arrive and depart the Project Site, and an indication of whether the Equipment will be used in performance of Project work;
- For each piece of Equipment: the make, description, model number, identification number, and model year;
- For each engine: the make, model, identification number, model year, horsepower rating, test group (family code); and
- Certification by either EPA, CARB or TCEQ, and the Tier 1, 2 or 3 emission standard claimed.

END OF SECTION



Section 00610

PERFORMANCE BOND

**THAT WE,** \_\_\_\_\_, as Principal, (the "Contractor"), and the other subscriber hereto, \_\_\_\_\_, 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 \$\_\_\_\_\_ 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 \_\_\_\_\_, 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

**PERFORMANCE BOND**

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.

Any party wishing to file a claim may call the Texas Department of Insurance at 1-800-252-3439 to obtain Surety's address for claims processing.

Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16

**PERFORMANCE 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)

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS:  
(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_  
Telephone Number of Surety

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

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

\_\_\_\_\_  
Date

END OF SECTION



STATUTORY PAYMENT BOND

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called Contractor and the other subscriber hereto, \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$\_\_\_\_\_ 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 \_\_\_\_\_,  
\_\_\_\_\_,  
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.

**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.

Any party wishing to file a claim may obtain Surety's address for claims processing on file with the Texas Department of Insurance by calling 1-800-252-3439.

**STATUTORY PAYMENT BOND**

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS:  
(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_  
Telephone Number of Surety

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

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

\_\_\_\_\_  
Date

END OF SECTION



ONE-YEAR MAINTENANCE BOND

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called Contractor, and the other subscriber hereto, \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$\_\_\_\_\_, 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 \_\_\_\_\_, 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.

**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)

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**MAINTENANCE BOND**

---

ATTEST/SURETY WITNESS:

(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_  
Telephone Number of Surety

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

Name:

Title:

Date:

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

Name:

Title: Attorney-in-Fact

Date:

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

\_\_\_\_\_  
Date

END OF SECTION

ONE-YEAR SURFACE CORRECTION BOND

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called Contractor, and the other subscriber hereto, \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$\_\_\_\_\_, 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 \_\_\_\_\_, 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)

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**ONE-YEAR  
SURFACE CORRECTION BOND**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

ATTEST/SURETY WITNESS:

(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Surety

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

Name:

Title:

Date:

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

Name:

Title: Attorney-in-Fact

Date:

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

\_\_\_\_\_  
Date

END OF SECTION

Section 00620

AFFIDAVIT OF INSURANCE

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

\_\_\_\_\_, who  
Affiant

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

\_\_\_\_\_,  
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 \_\_\_\_\_.  
Date

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or type Notary Public name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF SECTION





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **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

© 1988-2010 ACORD CORPORATION. All rights reserved.





Section 00628

AFFIDAVIT OF COMPLIANCE WITH  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
FOR PROJECT FUNDED BY AIP GRANT

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

\_\_\_\_\_, who  
Affiant

being by me duly sworn on his oath stated that he is \_\_\_\_\_,  
Title

of \_\_\_\_\_,  
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 Disadvantaged Business Enterprise Program of the City and has done all that is required by the Contract Documents, the Disadvantaged Business Enterprise 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or Type Notary Public Name

My Commission Expires: \_\_\_\_\_  
Expiration Date

END OF SECTION



Document 00629

AFFIDAVIT FOR FAA FORM 7460-1

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

\_\_\_\_\_, who  
Affiant

being by me duly sworn on his oath stated that he is \_\_\_\_\_,  
Title

of \_\_\_\_\_,  
Contractor

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that Affiant affirms **the maximum height\*** of construction equipment used for the Work shall not exceed \_\_\_\_\_ feet in height during use within the contract limits from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
Print or Type Notary Public Name

My Commission Expires: \_\_\_\_\_  
Expiration Date

*“\*”Notes: The Contractor must contact PDC Planning Division (Contact: Colin Rice @ Tel: 281-233-1347, or Email: [Colin.Rice@houstontx.gov](mailto:Colin.Rice@houstontx.gov)) to initiate process of securing approval of the maximum construction equipment height from the FAA.*

END OF DOCUMENT





**City of Houston  
Certification of Compliance with  
Pay or Play Program**



Contractor Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Contractor/Subcontractor) (Amount of Contract)

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

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

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

POP Liaison Name: \_\_\_\_\_

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

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		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

**\*Required**

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

Contractor (*Signature*) \_\_\_\_\_ Date \_\_\_\_\_

Name and Title (*Print or type*) \_\_\_\_\_



City of Houston  
Pay or Play Program  
List of Subcontractors

Form POP-3



Prime Contractor: \_\_\_\_\_  
 Project Number/Description: \_\_\_\_\_  
 POP Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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	Both (Pay and Play)	N/A				

\*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 subcontractors 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. \_\_\_\_\_. 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.

Contractor Authorized Representative & Title \_\_\_\_\_ Date \_\_\_\_\_  
 Name & Signature





Section 00632

CERTIFICATION BY PROPOSED MATERIAL SUPPLIERS,  
LESSORS, AND PROFESSIONAL SERVICE PROVIDERS  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Materials/Services Provided: \_\_\_\_\_

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

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

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

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

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

Project Name & No.: Reconstruction of Taxiway NA, Project No. 907

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 providing goods or service to this project. Companies with agreements \$10,000 or more must comply the provisions of **Executive Order No. 11246**.

- 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 Business of Opportunity.
- 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 Officers. Compliance reports filed at such times as directed shall contain information including, but not limited to, the practices, policies, programs, and employment policies.

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

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

\_\_\_\_\_  
DATE

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

END OF SECTION



Certificate of Interested Parties

In accordance with Texas Gov't Code §2252.908, the successful bidder must complete Form 1295, Certificate of Interested Parties. Form 1295 is available for downloading on the Texas Ethics Commission's (TEC) website: <https://www.ethics.state.tx.us/forms/1295.pdf>.

The successful bidder must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

No later than 30 days after the contract's effective date, the City will upload the successful bidder's completed Form 1295. The TEC will post the Contractor's completed Form 1295 within seven business days of receipt.

For your reference, Form 1295 is attached as part of this document.

END OF DOCUMENT

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

Document 00700

## **GENERAL CONDITIONS**

May 10, 2019 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<br>CONTRACT                      | 11. | INSURANCE AND BONDS                          |
| 5. | SUBCONTRACTORS AND<br>SUPPLIERS                        | 12. | UNCOVERING AND CORRECTION<br>OF THE WORK     |
| 6. | CONSTRUCTION BY THE CITY OR<br>BY SEPARATE CONTRACTORS | 13. | MISCELLANEOUS PROVISIONS                     |
| 7. | CHANGES IN THE WORK                                    | 14. | TERMINATION OR SUSPENSION<br>OF THE CONTRACT |



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

---

10.4	EMERGENCIES.....	28
------	------------------	----

ARTICLE 11 - INSURANCE AND BONDS ..... 28

11.1	GENERAL INSURANCE REQUIREMENTS .....	28
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.....	32
11.5	MAINTENANCE BONDS .....	32
11.6	SURETY .....	33
11.7	DELIVERY OF BONDS.....	33

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE  
WORK..... 33

12.1	UNCOVERING OF THE WORK .....	33
12.2	CORRECTION OF THE WORK.....	33
12.3	ACCEPTANCE OF NONCONFORMING WORK....	34

ARTICLE 13 - MISCELLANEOUS PROVISIONS..... 34

13.1	GOVERNING LAW AND VENUE.....	34
13.2	SUCCESSORS.....	34
13.3	BUSINESS STRUCTURE AND ASSIGNMENTS ...	34
13.4	WRITTEN NOTICE .....	34
13.5	RIGHTS AND REMEDIES .....	34
13.6	TESTS AND INSPECTIONS.....	35
13.7	INTEREST .....	35
13.8	PARTIES IN INTEREST .....	35
13.9	ENTIRE CONTRACT.....	35
13.10	WRITTEN AMENDMENT.....	35
13.11	COMPLIANCE WITH LAWS.....	35
13.12	SEVERABILITY.....	35
13.13	ANTI-BOYCOTT OF ISRAEL.....	35
13.14	ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING & RELATED ACTIVITIES.....	35

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 .....	36
14.3	SUSPENSION BY THE CITY FOR CONVENIENCE	37
14.4	TERMINATION BY CONTRACTOR .....	37



---

**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.**

## 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.

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 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.

	<u>Overhead</u>	<u>Profit</u>
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

7.3.3 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. Contractor 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"> <li>Statutory Limits for Workers' Compensation</li> </ul>
.2 Employer's Liability	<ul style="list-style-type: none"> <li>Bodily Injury by Accident \$500,000 (each accident)</li> <li>Bodily Injury by Disease \$500,000 (policy limit)</li> <li>Bodily Injury by Disease \$500,000 (each employee)</li> </ul>
.3 Commercial General Liability: Including Contractor's Protective, 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"> <li>Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$1,000,000;</li> <li>Products and Completed Operations \$2,000,000 aggregate.</li> </ul>
.4 Owner's and Contractor's Protective Liability	<ul style="list-style-type: none"> <li>\$1,000,000 combined single limit each Occurrence/ aggregate</li> </ul>
.5 Installation Floater (Unless alternative coverage approved by City Attorney)	<ul style="list-style-type: none"> <li>Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the Work</li> </ul>

.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"> <li>• \$1,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</li> </ul>
.7 Excess Coverage	<ul style="list-style-type: none"> <li>• \$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability</li> </ul>
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 ANTI-BOYCOTT OF ISRAEL

13.13.1 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.

### 13.14 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 to the City its termination Claim, in forms required by City Engineer. The Claim will be submitted 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 May 10, 2019 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

### ARTICLE 1 - GENERAL PROVISIONS:

1.1 *DEFINITIONS: Insert the following Paragraph 1.1.9.1, 1.1.23, and 1.1.25 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 PDDBE 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 PDDBE 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 48 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: Insert the following Paragraphs, 3.5.3.1.1, 3.5.3.1.2, and 3.5.3.1.3.*

**SUPPLEMENTARY CONDITIONS**

---

3.5.3.1.1 If the original contract price is greater than One Million Dollars, the Contractor shall make Good Faith Efforts to comply with the City ordinances 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:

- 3.5.3.1.1.1 the MBE goal is \_\_\_\_ percent,
- 3.5.3.1.1.2 the WBE goal is \_\_\_\_ percent, and
- 3.5.3.1.1.3 the PDBE goal is 0 percent.
- 3.5.3.1.1.4 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.
- 3.5.3.1.1.5 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.
- 3.5.3.1.1.6 The bidder may not use MWSBE Suppliers to account for more than 50% of the MWSBE participation plan.

3.5.3.1.2 The MBE, WBE, PDBE, and SBE goals are unique and specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.

3.5.3.1.3 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.

**ARTICLE 7 – CHANGES IN THE WORK**

7.1. *CHANGES: Replace all three Subparagraphs under Paragraph 7.1.2 with the following:*

- 7.1.2.1 a single Change Order that exceeds ten percent of Original Contract Price,
- 7.1.2.2 a Change Order which, when added to previous Change Orders, exceeds ten 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 ten 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.

## ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Insert 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 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 provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$2000 per day.

9.13 CONTRACTOR'S INCENTIVES

9.13.2 *CLEAN AIR INCENTIVE*

9.13.2.1 **SPECIAL PROVISION: INCENTIVE FOR USING NONROAD DIESEL EQUIPMENT POWERED BY DIESEL ENGINES THAT MEET EPA TIER 1, 2, 3 STANDARDS, OR A TCEQ-APPROVED RETROFIT EQUIVALENT, IN HOUSTON NONATTAINMENT AREA.**

9.13.2.2 **PURPOSE, SCOPE AND DURATION.** This special provision establishes the conditions for the incentive offered to persons performing construction under a City of Houston contract who use nonroad equipment powered by diesel (compression-ignition) engines rated at 50 horsepower or above that meet certain exhaust emission standards. Incentive payments shall only be made for nonroad equipment that is required and used on the Project Site, as more fully described below. This special provision is intended to assist the Houston-Galveston-Brazoria region to attain compliance with the State Implementation Plan mandated under the Clean Air Act, 42 U.S.C. § 7401 et seq.

**SUPPLEMENTARY CONDITIONS**

**9.13.2.3 ELIGIBLE EQUIPMENT.**

9.13.2.3.1 For purposes of this special provision, "Nonroad Diesel Equipment" means equipment: (a) whose primary design is for operation in non-highway environments and as such, is not titled or licensed by the state of Texas for use on state roadways. (e.g., construction equipment); and (b) that is powered by or that utilizes one or more nonroad diesel-fueled compression-ignition engines that meet the emission standards for oxides of nitrogen (NOx) or non-methane hydrocarbon (NMHC) + NOx set forth at 40 CFR § 89.112(a) ("Tier 1, 2 or 3 standards") nonroad engines. Each nonroad engine on each piece of Nonroad Diesel Equipment must meet the Tier 1, 2 or 3 emission standards to qualify for an incentive payment.

9.13.2.3.2 Each engine must be verified by the EPA or California Air Resources Board (CARB) or otherwise accepted by the Texas Commission on Environmental Quality (TCEQ) as meeting the EPA Tier 1, 2 or 3 emission standards, and must be rated as 50 horsepower or above. The engine must be new, rebuilt or remanufactured. A rebuilt or remanufactured engine shall contain only original equipment manufacturer (OEM) components and must have been purchased from the OEM or its authorized dealers/distributors. A rebuilt or remanufactured engine provided by another entity may be accepted, if it has been certified by the TCEQ as meeting the Tier 1, 2 or 3 standards. In addition, retrofitting an existing diesel engine or adding devices to existing nonroad diesel engines will make the equipment eligible for the incentive payment if the retrofit or add-on devices result in air emissions that otherwise meet EPA Tier 1, 2, or 3 standards.

**9.13.2.4 NONROAD DIESEL EQUIPMENT MUST BE USED ON THE PROJECT SITE.** In order to qualify for incentive payments, all Nonroad Diesel Equipment must be used in the performance of work on the Project as defined under this Contract or on a Project-specific location that supports only the Project and is within one (1) mile of the Project ("Project Site").

**9.13.2.5 DOCUMENTATION**

9.13.2.5.1 The Contractor shall furnish, prior to award of the Contract, a list of Nonroad Diesel Equipment that the Contractor proposes to qualify under subsection (2) of this special provision for use in the performance of Project work. The list shall include the following information:

9.13.2.5.1.1 An assigned Contractor-unique identification number, which shall be prominently placed on the exterior of individual pieces of Equipment;

9.13.2.5.1.2 The dates each piece of Equipment is anticipated to arrive and depart the Project Site, and an indication of whether the Equipment will be used in performance of Project work;

9.13.2.5.1.3 For each piece of Equipment: the make, description, model number, identification number, and model year;



9.13.2.5.1.4 For each engine: the make, model, identification number, model year, horsepower rating, test group (family code); and

9.13.2.5.1.5 Certification by either EPA, CARB or TCEQ, and the Tier 1, 2 or 3 emission standard claimed.

9.13.2.5.2 The Contractor shall also submit to the Project Manager a report with its monthly request or estimate for payment that identifies what Nonroad Diesel Equipment was used on the Project during that month. The monthly reports shall include, but not be limited to, the equipment and engine identification number, how often the equipment was used required on the Project Site; and such other documentation as the Project Manager may require. The Project Manager may also require that reports and other documentation be submitted in an electronic format acceptable to the Project Manager.

9.13.2.5.3 The Contractor shall provide to the Project Manager, upon request, copies of any or all equipment or engine certifications that are the basis for a request for payment. The Contractor shall provide the requested copies within 15 business days after receipt of the request.

9.13.2.5.4 Failure of the Contractor to submit a report or other documentation as required in this Paragraph 9.13.2.5.4 shall waive the Contractor's right to receive any incentive payment under this special provision for the period in question. The City of Houston may inspect each item of Nonroad Diesel Equipment used by the Contractor on the Project to insure compliance with the terms of this special provision, and to confirm Contractor's reports. If the City Engineer reasonably believes that Contractor has provided inaccurate or false information, the City at City Engineer's sole option, may revoke Contractor's qualification for the incentive payment, may terminate incentive payments, may adjust incentive payments, and take such other action as s/he deems appropriate.

**9.13.2.6 INCENTIVE PAYMENT**

9.13.2.6.1 The City shall pay Contractor an incentive at the following rates for Contractor's compliance with the terms of this special provision. Except as otherwise provided, the payment rates shall be calculated by multiplying the units of horsepower that each engine is rated to produce, by the payment rate, which shall increase according to the emission standard as indicated below.

EPA Tier Or Equivalent	Incentive Payment Rate per Engine Horsepower Rating
1	\$0.50
2	\$0.75
3	\$1.00

**SUPPLEMENTARY CONDITIONS**

9.13.2.6.2 The Project Manager shall review the requests for payment to confirm that the Nonroad Diesel Equipment is eligible and was required to support the Project work. The Project Manager shall adjust any request for payment for an incentive for use of Nonroad Diesel Equipment as provided in Paragraph 9.13.2.5.3. The Project Manager may reject any request for an incentive payment if the Project Manager deems the Equipment is ineligible. Contractor may protest in writing any adjustment within 30 calendar days of receipt of the adjusted incentive payment. Contractor shall be deemed to have accepted the adjusted incentive payment if no protest is received by the Project Manager within the 30-day period.

9.13.2.6.3 The Project Manager shall adjust the calculation of any incentive payment for any Nonroad Diesel Equipment that was on the Project Site for less than 30 calendar days. For example, adjustments shall be made for eligible equipment that arrives or was not used on the Project Site until after the 1st day of a month or leaves or is not used on the Project site before the last day of the month. The incentive payment shall be reduced as follows:

- a. When the total is 7 calendar days or less, the incentive payment rate shall be multiplied by 0.10.
- b. When the total is 8 calendar days or more but 15 calendar days or less, the incentive payment rate shall be multiplied by 0.25.
- c. When the total is 16 calendar days or more but 22 calendar days or less, the incentive payment rate shall be multiplied by 0.50.
- d. When the total is 23 calendar days or more but less than the entire month, the incentive payment rate shall be multiplied by 0.75.

(Example: A 125 h.p. front-end loader, rated at Tier 2, was used for 20 calendar days on a project. The contractor incentive would be (\$0.75 X 125h.p. = \$93.75 X 0.50 adj. factor for days of use = \$46.88.)

9.13.2.6.4 The incentive payments under this special provision shall not exceed a total amount set out in Document 00410 – Bid Form, Part B

ARTICLE 11 - INSURANCE AND BONDS:

11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR:

11.2.8 Delete Paragraph 11.2.8 and replace with the following:

“11.2.8 Endorsement of Primary Insurance: Each policy except Workers’ Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.”

Delete Table 1 and add following Table 1 in place thereof:

TABLE 1  
REQUIRED COVERAGES

**SUPPLEMENTARY CONDITIONS**

(Coverage)	(Limit of Liability)
.1 Workers' Compensation	Statutory Limits for Workers' Compensation
.2 Employer's Liability	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 Contractor's Protective, 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) and property damage coverage for aircraft located on airport property.	Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate.
.4 Owner's and Contractor's Protective Liability	\$1,000,000 combined single limit each Occurrence/aggregate
.5 Installation Floater (Unless alternative coverage by City Attorney)	Value of stored equipment or material, 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)	\$1,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos. *increase to \$10,000,000 for runway, taxiway, ramp, apron or in vicinity of aircraft construction projects.
.7 Excess Coverage (This coverage is not required if 8(c) below is required)	\$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability
<b>.8 Optional Coverages</b>	<b>(Required when checked)</b>
<input type="checkbox"/> (a) Contractor's Pollution Liability including pollution coverage for Contractual Liability, Clean-up costs, Abatement, Transport and Non-owned disposal sites. Including Bodily Injury Liability, Property Damage Liability and environmental damage arising from pollution conditions caused in performance of operations. Include Asbestos and Lead if part of operations.  (MCS-90 endorsement: To Auto Policy and removal of Pollution Exclusion)	\$1,000,000 each occurrence                       \$1,000,000 CSL

**SUPPLEMENTARY CONDITIONS**

<p><u>    </u> (b) Property &amp; Casualty Coverage:                  "All Causes of Loss" Builders Risk Form for directing physical change to building or plant construction on Work site and/or all land improvements including all work. [Including but not limited to earthquake, flood, boiler and machinery-including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage].</p>	
<p><u>  X  </u> (c) Increased Excess Coverage</p>	<p>\$10,000,000 each occurrence aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automotive Liability</p>
<p>*Defense costs are excluded from face amount of policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.</p> <p>*Use Builder's Risk insurance for projects that include lift stations, plant or facility work. Include Building Wage rates in the project manual</p> <p>*Flood Hazard Insurance: Contractor shall apply for flood insurance on all insurable structures built under the Contract. A copy of the completed application must be provided to City Engineer before commencing construction of the Work. Contractor shall obtain flood hazard insurance as soon as possible and submit a copy of the policy to City Engineer.                  Use Flood Hazard Insurance only for projects that include structures. Do not include Flood Insurance for line projects, projects outside of the 100-year floodplain, or projects with structures less than \$10,000 in value.</p>	

11.5 **MAINTENANCE BONDS:** *Insert the following Paragraph 11.5.2.*

11.5.2 One-year Surface Correction Bond: Contractor shall provide, on the City standard form, an additional one year Bond in an amount equal to four percent of the Original Contract Price or cost of repair. Bond shall provide for Contractor's correction, replacement, or restoration of backfill or subsurface and surface work not in accordance with the Contract, within one year from the date the One-year Maintenance Bond has expired.

END OF DOCUMENT

Section 00801

**SUPPLEMENTARY CONDITIONS FOR PROJECT FUNDED BY AIP GRANT**

The following supplements modify Section 00700 – General Conditions, August 15, 2015 Edition, and Section 00800 – Supplementary Conditions. Where a portion of the General and Supplementary Conditions is modified or deleted by these Supplementary Conditions for Project Funded by AIP Grant, the unaltered portions of the General and Supplementary Conditions shall remain in effect. In case of conflicts with corresponding provisions of other Contract Documents, the provisions of this Document shall govern.

**GENERAL:**

1. Requirements for acceptance testing shall be accomplished following Section 01455 – City's Acceptance Testing and FAA Section 110 Method of Estimating Percentage of Material Within Specification Limits (PWL).

**ARTICLE 2 - OWNER:**

Add the following:

"2.6 Federal Aid Participation

2.6.1 For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse City for some portion of the contract costs. Such reimbursement is made from time to time upon City's request to FAA. In consideration of the United States Government's (FAA's) agreement with City, City has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of FAA that pertain to the Work.

2.6.2 As required by the Act, the Work is subject to inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the Contract Documents.

2.6.3 No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of City or Contractor to the contract."

**ARTICLE 3 - CONTRACTOR**

Delete article 3.5.3 and replace with the following:

"3.5.3 City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 and City Ordinance No. 99-893. City has received Federal financial assistance from the DOT and as a condition of receiving this assistance, City has signed an

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

assurance that it will comply with 49 CFR Part 26. It is the policy of the DOT and City to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- a. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- f. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
- g. To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The Director of the Affirmative Action and Contract Compliance Division of the Mayor's office (AAD) is the DBE Liaison Officer. In that capacity, s/he is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by City in its financial assistance agreements with the DOT.

**DBE Obligation.** City will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

**Contract Goal.** All bidders and proposers shall make Good Faith Efforts, as defined in 49 CFR Part 26, to subcontract 41.0% of the dollar value of the prime contract to small business concerns at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. "Socially and economically disadvantaged

individual" means a U.S. Citizen (or a lawfully admitted permanent resident of the United States) who is:

- a. Any individual who the City finds to be socially and economically disadvantaged on a case-by-case basis.
- b. Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:
  - (1) "Black Americans,"
  - (2) "Hispanic Americans,"
  - (3) "Native Americans,"
  - (4) "Asian-Pacific Americans,"
  - (5) "Subcontinent Asian-Americans,"
  - (6) "Women," or
  - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The low Bidder will be required to submit information concerning the DBEs including the DBE prime contractor, if any, that will participate in this Contract. The information shall include the name and address of each DBE, a description of the work to be performed by each named firm, the dollar value of the Contract or Subcontract, Bidder's written commitment to use such DBEs; and written confirmation from the DBEs that they are participants in the Contract. If the Bidder fails to achieve the Contract goal stated therein, it will be required to provide documentation demonstrating that it made Good Faith Efforts. A Bid that fails to meet these requirements will be considered non-responsive.

DBE prime contractors must meet goals and make good faith efforts on the same basis as other contractors, but DBEs may count toward goals the work they commit to perform with their own work force, as well as work performed by DBE subcontractors and DBE suppliers.

The successful Bidder shall establish and maintain records and submit regular reports, as required by the Director of AAD, which shall identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

Compliance. All Bidders, potential Contractors and Subcontractors for this DOT-assisted Contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth herein, shall constitute a breach of contract which may result in termination of the Contract or such other remedy as deemed appropriate by City.

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

**Contract Assurance.** A Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in termination of the Contract or such other remedy, as the City deems appropriate.

**Prompt Payment.** Contractor agrees to pay each Subcontractor for satisfactory performance of the Contract no later than 30 days from receipt of each payment the prime contractor receives from City. The Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Director on behalf of City. This clause applies to both DBE and non-DBE subcontractors

**Subcontract Clauses.** Bidder and Contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities. Agreements between Bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

**Termination of a DBE Subcontractor.** Contractor may not terminate a listed DBE subcontractor without the City's prior written consent.

The City's consent will only be given if the Contractor provides satisfactory evidence (1) of good cause for termination, as "good cause" is defined in 49 CFR Part 26, or other documented compelling reason that necessitates termination; and (2) that Contractor provided the DBE subcontractor notice of termination and an opportunity to respond. The City must be copied on the notice of termination and the DBE subcontractor's responses if any.

Delete article 3.6.2 and replace with the following:

"3.6.2 The prevailing wage rates applicable to the Work shall be Section 00810 – Wage Scale/Engineering/FAA, and Section 00812 – Wage Scale/Heavy Engineering/FAA, as bound in the Project Manual. Sections 00820 – Wage Scale for Civil Engineering Construction for CIP funded Projects and 00821 – Wage Scale for Building Construction shall not apply."

Add the following:

"3.23.2.1 Contractor shall maintain an acceptable cost accounting system. City, FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. Contractor shall maintain all required records for three years after City makes final payment and all other pending matters are closed."



**ARTICLE 5- SUBCONTRACTORS AND SUPPLIERS**

Add the following:

"5.3 Buy American Program

5.3.1 Contractor shall incorporate provisions for certification regarding Buy American Program in all lower tier contracts, using Section 00456– Bidder's Certification of Compliance with Buy American Program for this purpose.

5.4 Debarment, Suspension, Ineligibility and Voluntary Exclusion

5.4.1 Contractor shall incorporate provisions for certification regarding debarment, suspension, ineligibility and voluntary exclusion in all lower tier transactions, solicitations, proposals, contracts, and subcontracts, using Section 00607 – Bidder's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for this purpose. Where the lower tier participant is unable to certify to this statement, then participant shall attach an explanation to the form of agreement between Contractor and lower tier participant.

"5.5 Foreign Trade Restrictions

5.5.1 Contractor shall incorporate provisions for certification regarding foreign trade restrictions (use Section 00458 – Bidder's Certification Regarding Foreign Trade Restrictions for this purpose) in all lower tier contracts. Contractor may rely upon the certification of Subcontractors and Suppliers unless Contractor has knowledge that the certification is erroneous. Contractor shall immediately notify City if Contractor learns that its certification or that of a Subcontractor or Supplier is erroneous by reason of changed circumstances. Contractor shall require each Subcontractor and Supplier to immediately notify Contractor, if at any time Subcontractor or Supplier learns its certification is erroneous by reason of changed circumstances."

Add the following:

**"ARTICLE 15- PROVISIONS GOVERNING PROJECTS FUNDED BY AIP GRANTS**

15.1 The Work is included in the Airport Improvement Project Number written in Section 00510 which is being undertaken and accomplished by City following the terms and conditions of a grant agreement between City and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

15.2 No convict labor shall be employed under this contract.

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

15.3 In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15.4 Whether or not payments or advances to City are withheld or suspended by FAA, City may withhold or cause to be withheld from Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by Contractor or any Subcontractor on the work, the full amount of wages required by this contract.

15.5 If Contractor or Subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, City may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

15.6 Contractor shall insert in each subcontract the provisions contained in paragraphs 15.1, 15.3, 15.4, 15.5, 15.6, and 15.7 requiring Subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

15.7 General Civil Rights Provisions:

15.7.1 Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

15.8 Davis-Bacon Act Requirements (29 CFR PART 5):

15.8.1 Minimum Wages:

.1 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 Contractor and such laborers and mechanics. Wage rates will be modified prior to award of the contract if a modification(s) is published in the Federal Register prior to contract award unless: (1) the notice is published within 10 days or less of bid opening and the FAA finds that there is not reasonable time still available before bid opening to notify bidders of the

modification; or (2) the contract is awarded within 90 days of bid opening. 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 laborers or mechanics, subject to the provisions of paragraph (15.10.1)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

.2 .1 City Engineer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. City Engineer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determinations; 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.

.2 If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and City Engineer 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 City Engineer 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 City Engineer or will notify City Engineer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

.3 In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives and City Engineer do not agree on the proposed

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

classification and wage rate (including the amount designated for fringe benefits where appropriate), City Engineer shall refer the questions, including the views of all interested parties and the recommendation of City Engineer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise City Engineer or will notify City Engineer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

.4 The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B-1)(b)(2) or (3) 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.

.3 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, 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.

.4 If Contractor does not make payments to a trustee or other third person, 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 Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require 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).

15.8.2 Withholding: The Federal Aviation Administration or City 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 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 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 work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor or City 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.

15.8.3 Payrolls and Basic Records:

.1 Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification,

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 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, 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 costs 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. (29 CFR 5.5(a)(3)(i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

.2 .1. Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to City for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

.2 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor and applicable Subcontractors or their agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be maintained under paragraph 15.8.3.1 above and that such information is correct and complete;
- 2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- 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.

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

.3 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 paragraph 15.8.3.2.2 of this section.

.4 The falsification of any of the above certifications may subject 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.

.3 Contractor or Subcontractor shall make the records required under paragraph 15.8.3.1 of this section available for inspection, copying or transcription by authorized representatives of City, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or a Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor or City 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.

15.8.4 Apprentices and Trainees:

.1 Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, 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.

.2 Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the 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 classification of 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, 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.

.3 The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

15.8.5 Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

15.8.6 Subcontracts: Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

15.8.7 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.

15.8.8 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 Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

15.8.9 Certification of Eligibility:

.1 By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in 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).

.2 No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15.8.10 Contract Termination, Debarment: A breach of the contract clauses in paragraph 15.8.1 through 15.8.9 and paragraphs 15.9.1 through 15.9.5 may be grounds for termination of the contract, and for the debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

15.9 Contract Workhours and Safety Standards Act Requirements (29 CFR PART 5):

15.9.1 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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

15.9.2 Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 15.11.1 above, Contractor or 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 paragraph 15.11.1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard



workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 15.11.1 above.

15.9.3 Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration or City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 15.11.2 above.

15.9.4 Subcontractors: Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 15.11.1 through 15.11.4 and also a clause requiring the Subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 15.11.1 through 15.11.4.

15.9.5 Working Conditions: No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

15.10 Equal Employment Opportunity (41 CFR PART 60-1.4(b)):

15.10.1 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 that applicants are employed, and that 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:

15.10.1.1 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. 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.

15.10.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

15.10.3 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 Contractor's

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.10.4 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.

15.10.5 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.

15.10.6 In the event of 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 Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure 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.

15.10.7 Contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 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. 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 provision, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**15.11 Clean Air And Water Pollution Control Requirements**

15.11.1 Any other provision herein to the contrary notwithstanding, Contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, Contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

15.11.2 Contractors and Subcontractors agree:

- .1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- .2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- .3 That, as a condition for the award of this contract, Contractor or Subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- .4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

15.12 Contractual Requirements Pursuant to Civil Rights Act of 1964, Title VI (49 CFR PART 21)

15.12.1 Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

15.12.2 Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

15.12.3 In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

15.12.4 Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information,

**SUPPLEMENTARY CONDITIONS  
FOR PROJECT FUNDED BY AIP GRANT**

Contractor shall so certify to City or FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

15.12.5 In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, City shall impose such contract sanctions as it or FAA may determine to be appropriate, including, but not limited to:

- .1 Withholding of payments to Contractor under the contract until Contractor complies, and/or
- .2 Cancellation, termination, or suspension of the contract, in whole or in part.

15.12.6 Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as City or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of such direction, Contractor may request City to enter into such litigation to protect the interests of City and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

SECTION 00806

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

**(Bidders Note:** *City of Houston Ordinance No. 89-226, which repealed an earlier Ordinance, establishing a Disadvantaged Business Enterprise Program, was passed and adopted on February 15, 1989, effective February 21, 1989. The Ordinance governs construction contracts funded in whole or part by United States DOT.*

*Portions of the Ordinance not related to construction work and portions dealing with administrative issues about the Ordinance are deleted from this Section for purpose of brevity.*

*Section names and numbers follow the Ordinance. Paragraph numbering within Sections, pagination and format varies from the Ordinance.*

*See Section 00807 – Bidder Requirements for Disadvantaged Business Enterprise (DBE) Program for Project Funded by AIP Grant for specific procedures.)*

Section 1 REPEAL [*Paragraph Deleted*]

Section 2 DEFINITIONS

- A. The following words and phrases have the meanings ascribed unless the context clearly indicates another meaning. Singular includes the plural, plural includes the singular, masculine includes the feminine and feminine includes the masculine.
1. *Affirmative Action:* Taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve DBEs fully in contracts and programs funded by DOT.
  2. *Airport(s):* Defined in Section 01423.
  3. *Business:* An entity that under its current organization and ownership has evidence of: an office or an office-like space; a formal declaration of business in the name of the business such as: an assumed name certificate, a corporate charter, a partnership agreement, a joint venture agreement; or some comparable evidence of a business structure; a business bank account, or evidence of cash receipt, or evidence of payments of money by the business such as canceled checks relating to the business; or an invoice with paid receipt or related canceled check relating to the business; one reference for whom work has been performed or to whom goods or materials have been sold; one reference from whom goods or materials have been purchased for the business or from whom major equipment has been purchased or leased; and visible signs of a business operation including but not limited to letterhead stationary, business cards, telephone directory or information listing, signage in the name of the business on buildings, doors, major equipment, or similarly placed locations, imprinted receipt books, or flyers.
  4. *Commercially Acceptable Function:* A discrete task or group of tasks, the responsibility for performance of which is discharged by the DBE by using its own forces or by actively supervising on-site the execution of the task(s) by

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16

- another entity for whose work the DBE is responsible. Without limiting the generality of the foregoing, a DBE is considered not to be performing a commercially acceptable function, if it subcontracts to non-DBE firms, more than 50% of a contract being counted toward the applicable DBE participation goal.
5. *Contract*: Defined in Section 00700 – General Conditions.
  6. *Contractor*: Defined in Section 00700 – General Conditions, and one who participates in a contract or subcontract subject to the Ordinance.
  7. *Controlled*: One or more socially and economically disadvantaged individuals who own the requisite interests in or assets of a business applying for DBE certification having and exercising independently the authority to control the business decisions of the business. Characteristic of such control is the authority to: sign bids and contracts; make price negotiation decisions; incur liabilities for the business; make personnel decisions; establish policy for the business; direct the management of the business; make any financial decision on behalf of the business; and sell or liquidate the business at will.
  8. *Disadvantaged Business Enterprise (DBE)*: An independent small business which is: at least 51% owned, as defined herein, by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and managed, as defined herein, and whose daily business operations are controlled, as defined herein, by one or more of the socially and economically disadvantaged individuals who own it; and which is certified by City as meeting this Paragraph H definition.
  9. *DOT*: Defined in Section 01423 – References.
  10. *DOT-assisted contract*: Contract between City and Contractor which is paid for in whole or in part with DOT financial assistance.
  11. *FAA*: Defined in Section 01423 – References.
  12. *Good Faith Efforts*: Those efforts required to be made and demonstrated by the apparent successful Bidder prior to award of a Contract in the event the apparent successful Bidder has been unsuccessful in meeting the contract DBE goal. Good Faith Efforts include at a minimum the following:
    - a. Delivery of written notice to the following:
      - 1) All local certified DBEs in the directory for the month prior to the month of the bid or proposal submission date and identified as performing work or services or providing commodities for all potential subcontracting or supply categories in the Contract; and
      - 2) All minority and -women business organizations and associations identified in the directory for the month prior to the month of the bid or proposal submission date; and
      - 3) All media focused toward minorities and women identified in the directory for the month prior to the month of the bid or proposal submission date; and
      - 4) All local DBEs which requested information on the Contract.
    - b. The written notices shall contain:
      - 1) Adequate information about the Project Manual, Drawings, and relevant terms and conditions of the Contract and about the work to be

- subcontracted to or the goods to be obtained from Subcontractors and Suppliers;
- 2) A contact person within the apparent successful Bidder's office to answer questions;
  - 3) Information as to the apparent successful Bidder's bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;
  - 4) Last date for receipt by the Bidder of DBE bids or price quotations;
  - 5) Invitation to attend any special pre-bid meeting called to inform DBEs of subcontracting or supply opportunities, if set forth in the Bidding Documents.
  - 6) Division of the contract, as recommended by Director of Aviation and in accordance with normal industry practice, into small, economically feasible segments that could be performed by DBEs; and
  - 7) Explanation for rejection to any DBE whose bid or price quotation is rejected, unless another DBE 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 DBE;
    - b) Where price competitiveness is the reason for rejection, a meeting will be held, if requested, with the price-rejected DBE to discuss the rejection.
  - 8) Explanation for rejection of any DBE to Affirmative Action and Contract Compliance Division ("AAD"), unless another DBE is accepted for the same work, including the name of the non DBE firm proposed to be awarded the subcontract or supply agreement, and if price competitiveness is the reason for rejection, the DBE's price quotation and the successful non DBE's price quotation.
- c. Good Faith Efforts for construction means at the minimum efforts which, in the joint opinion of Director of Aviation and Liaison Officer, given all relevant circumstances, would reasonably be expected to produce a level of DBE participation sufficient to meet the goal. The efforts must, in the joint opinion of Director of Aviation and Liaison officer, be those that a competitor actively and aggressively seeking to meet the goal would make.
13. *Independent business*: A business not dependent upon or connected with another business that is not a DBE, as evidenced by such items as multiple shared resources, common employees, common directors, or payment of the DBE's payroll by a non-DBE firm.
  14. *Joint Venture*: An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.
  15. *Managed*: One or more socially and economically disadvantaged individuals, who own and control the business independently from the control or influence of a non-DBE business, shall operate the business by making the day-to-day decisions affecting the functional mission of the business. In instances where a license or permit is required in order to perform the

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16

- functional mission of the business, one or more of the socially and economically disadvantaged individuals who own the business shall be licensed or have a permit in their name to perform the functional mission of the business.
16. OBO: The City of Houston Mayor's Office of Business Opportunity.
  17. *Owned*: One or more socially and economically disadvantaged individuals who have ownership of the requisite interests in or assets of a business applying for DBE certification shall possess equivalent incidents of such ownership, including an equivalent interest in the profit and loss of the business, a commensurate position and reasonable salary therefor, and an equivalent contribution of capital, equipment and/or expertise to the business. Such contributions shall be real and substantial. Securities shall be held directly by the socially and economically disadvantaged person and not in trust on their behalf. For purposes of certification as a business owned by a woman, ownership shall be measured as though not subject to the community property interest of the applicant's husband, if (a) both spouses certify in writing that the nonparticipating spouse relinquishes control over his community property interest in the subject business (but by doing so is not required to transfer to his spouse his community property ownership interest or to characterize the property as the separate property of his wife), and (b) the husband does not exercise any ownership control over the business by virtue of his community property interest, including serving as a corporate director, being an employee involved in the functional mission of the business or acting as a paid consultant to the business.
  18. *Small business*: Defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business shall not include any business or group of businesses controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous 3 fiscal years.
  19. *Socially and economically disadvantaged individuals*: Individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. City shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged, and may determine, on a case-by-case basis, that individuals who are not members of one of the following groups are socially and economically disadvantaged.
    - a. *Black Americans*- persons having origins in any of the Black racial groups of Africa;
    - b. *Hispanic Americans*- persons of Mexican, Puerto Rican, Cuban, Central or -South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - c. *Native Americans*- American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - d. *Asian-Pacific Americans*- persons whose origins are From Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, U.S. Trust Territories of the Pacific, and the Northern Marianas; and
    - e. *Asian-Indian Americans*- persons whose origins are from India,



Pakistan, and Bangladesh.

Section 3 POLICY STATEMENT-- The Policy Statement ("Attachment A", after Section 18 below), as executed by the Mayor, is adopted as the expression of commitment by City to use Disadvantaged Business Enterprises ("DBEs"), as defined herein, in all aspects of contracting subject to the Regulations to the maximum extent feasible. City shall comply with all provisions of the Regulations whether specifically recited herein or not.

#### Section 4 LIAISON OFFICER

- A. The Mayor is hereby authorized to designate from time to time a Liaison Officer for the DBE Program. Director of Office of Business Opportunity (OBO) is the initial Liaison officer. Liaison Officer will report directly to the Mayor and is charged with responsibility in conjunction with Director of Aviation for developing and executing procedures for implementation of the DBE Program.
- B. Duties of the Liaison Officer include:
  - 1. Monitoring, managing and implementing the DBE Program;
  - 2. Developing forms for certification applications, reporting and bid and contract clauses;
  - 3. Monitoring, via periodic reviews, Contractor's compliance with the DBE Program;
  - 4. Serving as liaison to economic development organizations and agencies working in support of economic development in the minority and women's communities;
  - 5. Establishing procedures for certification of DBEs and maintaining and updating bimonthly a register of DBEs with specific information on areas of work experience;
  - 6. Designing and conducting "in-house" DBE seminars, as well as providing assistance to interested bidders, as requested;
  - 7. Disseminating information to DBEs concerning business opportunities in DOT-assisted contracts and subcontracts;
  - 8. Attending pre-bid and pre-construction conferences to explain DBE requirements (when requested by Director of Aviation);
  - 9. Coordinating with Director of Aviation to establish recommendations for contract and annual program-wide goals;
  - 10. Maintaining records of DBE participation and regularly reporting to the Mayor, City Council and DOT, as required.

#### Section 5 COORDINATION OF CITY DEPARTMENTS

- A. Primary responsibility for the DBE Program rests with Liaison Officer. Assistance of other departments and technical resources are necessary for effective administration and execution of the DBE Program.
- B. Director of Aviation shall:
  - 1. Provide Liaison Officer an opportunity to review bid invitations prior to advertisement to ensure that City's DBE requirements are adequately addressed;

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

2. When required, coordinate pre-bid conferences with Liaison Officer so that Liaison Officer may explain DBE requirements and respond to questions;
3. Ensure that Liaison Officer has the opportunity to evaluate DBE participation submissions in order to determine that Good Faith Efforts are made to meet DBE contract goals;
4. Report to Liaison Officer, upon request, but no more frequently than monthly, on Department of Aviation's efforts and success at achieving the DBE goals; and
5. Advertise contracts for which a goal has been established hereunder, in addition to publication in a newspaper of general circulation, in at least one minority or women focused newspaper or publication named by OBO.

**Section 6 PROCEDURES TO ENSURE THAT DBES WILL HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS**

- A. Affirmative action techniques employed by OBO and Department of Aviation to facilitate participation by DBEs in DOT-assisted contracting activities of City, include:
1. Arranging solicitations, time for submission of bids, quantities, specifications and deliveries to better accommodate participation of DBEs to the greatest extent practicable consistent with good procurement practices;
  2. Implementing informational and communication programs on contracting opportunities and procedures, with such programs being bilingual where appropriate;
  3. Providing assistance, as practical, in overcoming barriers such as inability to obtain bonding, financing or technical assistance;
  4. Holding pre-bid conferences to explain procedures and forms used and to encourage prime contractors to use DBEs as Subcontractors;
  5. Including City's goal for DBE participation in bid solicitation for DOT-assisted contracts;
  6. Informing minority Chambers of Commerce, and minority and women contractors associations of upcoming bid dates and the scope of work through Liaison Officer;
  7. Arranging with Designer for purchase of individual Project Manual Sections and Drawing sheets by interested firms; and
  8. Making available, upon request, the list of plan holders of record for DOT-assisted projects.

**Section 7 USE OF MINORITY OR WOMEN-OWNED BANKS** *(City encourages contractors to utilize services of minority and women-owned banks. OBO maintains a list of minority and women-owned banks located in Houston, Texas.)*

**Section 8 DBE DIRECTORY** OBO maintains a current register of firms, updated bimonthly, listing certified DBEs, including address, telephone number and area(s) of work for which DBEs are certified. This register is available to Bidders as a tool to assist them in locating DBEs. City makes no representation that all firms listed in the register are currently eligible DBEs, nor does City endorse any DBE named. Bidders and Contractor are not limited to this register as a source of DBE Subcontractors; however, DBE's must be certified by OBO prior to being eligible.

**Section 9 DBE ELIGIBILITY CERTIFICATION AND JOINT VENTURES INVOLVING**

**DBEs**

- A. AAD shall certify eligibility of DBE's and joint ventures involving DBEs. An applicant denied certification by OBO may avail itself of the DOT appeal procedures set out at 49 CFR Part 23. OBO shall not accept for review another application for certification from an applicant previously denied certification until 6 months after the date of denial. In the event of an appeal to DOT of denial of certification, OBO shall not accept for review another application for certification until 6 months after the date of denial by DOT.
- B. AAD shall take at least the following steps in determining whether to certify a firm:
  1. Perform an on-site visit to the offices of the firm and to any job sites on which the firm is working at the time of the eligibility investigation;
  2. Obtain resumes or work histories of the principal owners of the firm and personally interview those individuals;
  3. Analyze ownership of stock in the firm, if it is a corporation;
  4. Analyze bonding and financial capacity of the firm;
  5. Determine the work history of the firm, including contracts received and work completed;
  6. Obtain or compile a list of equipment owned or available to the firm and the licenses of the firm and its key personnel to perform the work it seeks to do as part of the DBE program;
  7. Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program.
- C. City shall require apparent successful Bidder to meet or exceed the DBE goal or to make Good Faith Efforts to do so, prior to award of the contract. City shall also require apparent successful Bidder or Contractor to make Good Faith Efforts to subcontract with a substitute DBE when one DBE is unable to perform successfully, though there is no requirement that the replacement perform the same subcontract services. City reserves the right to approve substitutions of Subcontractors and Suppliers in order to assure continued compliance with the goal.

**Section 10 PERCENTAGE GOALS**

- A. City Council shall establish, by motion, annual Program-wide goals. The goal for construction shall be established as a percentage of the DOT financial assistance to the airport that is expended in contracting and not that assistance used for reimbursement of City's own forces or for land acquisition ("DOT Financial Assistance Base").
- B. The following factors are considered in arriving at the goal:
  1. Number and types of contracts to be awarded by City during its fiscal year;
  2. Number and types of DBEs certified by City;
  3. Number and types of DBEs likely to be available to compete for contracts during City's fiscal year; and
  4. Past results of City's efforts to contract with DBEs.
- C. Program-wide goals shall be reviewed on an annual basis by Liaison Officer and

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

Director of Aviation. The review process shall analyze the same factors listed in Paragraph B above. Recommendation for adoption of the Program-wide goals for the next fiscal year shall be made to City Council jointly by Liaison Officer and Director of Aviation, on or before May 1 of each year. Each motion setting Program-wide goals shall be submitted to DOT/Southwest Region.

- D. After consideration of the known availability of qualified DBEs in the areas to be contracted, Director of Aviation shall either:
1. Assign an appropriate DBE contract goal which may be less than, equal to or greater than the applicable Program-wide goal; or
  2. For contracts not required to be competitively bid, designate the contract as one to be competed for only by DBEs (see Section 12 - Set Asides); or
  3. Determine that one of the following exceptions applies and the contract should be excepted from DBE goal setting: the contract is of such a specialized, technical or unique nature as to require City to be able to select Contractor without regard to DBE participation; or DBE participation would be negligible based on known availability of qualified DBEs. In the event an exception is determined to apply, Director of Aviation shall notify OBO, in writing, of this determination prior to advertisement or in the case of contracts for which no advertisement is published, prior to contract award. OBO may challenge this determination. The apparent successful Bidder, prior to award, shall meet or exceed the contract goal or demonstrate that it could not meet it despite Good Faith Efforts.
- E. At the time City submits its Program-wide goals to DOT, it shall publish a notice announcing the goal, informing the public that the goal and a description of how it was selected is available for inspection during normal business hours at City Secretary's Office for 30 days following the date of the notice, and informing the public that DOT and City will accept comments on the goals for 45 days from the date of the notice. The notice shall include addresses to which comments may be sent, and shall be published in general circulation media, available media focused specifically toward minorities or women and trade association publications, and shall state that the comments are for informational purposes only.
- F. Bidders and Contractor shall at a minimum seek DBEs in the same geographic area in which contractors or Subcontractors are normally sought for a given solicitation.

**Section 11 MEANS TO ENSURE THAT COMPETITORS MAKE GOOD FAITH  
EFFORTS TO MEET DBE-CONTRACT GOALS**

- A. The apparent successful Bidder shall submit DBE participation information to City. Award of the contract will be contingent upon apparent successful Bidder meeting the DBE contract goal or satisfying City that Good Faith Efforts to do so have been made.
- B. The apparent successful Bidder shall submit the following information, following Sections 00495 – Post-Bid Procedures and 00807 – Bidder / Contractor Requirements for Disadvantaged Business Enterprise (DBE) Program, within the time period stated in Section 00495 – Post-Bid Procedures, so that a determination can be made of whether the DBE contract goal has been met:

1. Names and addresses of DBE firms that will participate in the contract;
2. Description of the work each named DBE firm will perform;
3. Dollar amount of work to be performed by each named DBE firm and the related percentage of participation; and
4. Certification number of the DBE (optional).

In the event that review of this submission by City reveals proposed DBE participation will not meet the goal, the apparent successful Bidder shall submit within 15 working days of notification information concerning sufficient DBEs to meet the goal in the opinion of Liaison Officer, or documentation of Good Faith Efforts to do so. Failure to timely submit required information may result in rejection of the Bidder's bid. The periods of time for submissions and actions to be taken by the apparent successful Bidder may be reduced or expanded in Bidding Documents or by Director of Aviation for contracts which do not result from bidding.

**Section 12 DBE SET ASIDES-** State and local law prohibit City from including DBE set-asides (a technique which limits consideration of bids or Proposals to those submitted by DBEs) in its competitively bid contracts. The most relevant procurement regulations prohibiting set-asides, are contained in Chapter 252, Local Government Code (Vernon), and Article II, Section 19, "Contracts," of the Houston City Charter. Set asides may be used only in the instance of contracts for which competitive bidding is not required by law and only then when Director of Aviation and Liaison Officer agree that there are sufficient DBEs with the required capability to assure competition for the contract, but in no event fewer than 3, and that because of the nature of the contract, or conditions affecting its award, remediation of effects of historic discrimination would be impeded if a less restrictive measure were applied.

### **Section 13 COUNTING DBE PARTICIPATION TOWARD MEETING DBE GOALS**

A. DBE participation shall be counted toward meeting DBE goals as follows:

1. Once a firm is certified as a DBE, the total dollar value of a contract awarded to the DBE in its field or fields of certification will be counted toward the applicable DBE goals.
2. The apparent successful Bidder or Contractor may count toward the DBE goal that portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership of the joint venture by the DBE firm.
3. The apparent successful Bidder or Contractor may count toward the DBE goal only expenditures to DBEs that perform a Commercially Acceptable Function in the work of a contract. To determine whether a DBE is performing a Commercially Acceptable Function, City shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontract. If a DBE subcontracts to non-DBEs a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, and in any case more than fifty 50%, the DBE shall be presumed not to be performing a Commercially Acceptable Function. The DBE may present evidence to AAD, through Contractor, if applicable, to rebut this presumption. Liaison Officer's decision on the rebuttal of this presumption is final.
5. The apparent successful Bidder or Contractor may count, as specified below,

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

toward the DBE goal expenditures or materials and supplies obtained from DBE Regular Dealers and Manufacturers provided that the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

- a. The apparent successful Bidder or Contractor may count 100 percent of its expenditure to a DBE Manufacturer (a firm that operates or maintains a factory or establishment that produces on-premises, or substantially alters before resale, products obtained by Contractor).
- b. The apparent successful Bidder or Contractor may count 60 percent of its expenditures for products obtained from DBE Regular Dealers, provided that the DBE Regular Dealer performs a Commercially Acceptable Function in the supply process. For purposes of this section, a Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the products required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the firm shall engage in, as its principal business, and in its own name, the purchase and sale of products in question. A Regular Dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are Manufacturers or Regular Dealers within the meaning of the section.
- c. The apparent successful Bidder or Contractor may count toward the DBE goal the following expenditures to DBE firms that are not "Manufacturers" or "Regular Dealers":
  - 1) Fees or commissions for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in procurement of essential personnel, facilities, products (but not the cost of the products themselves) required for performance of the contract, provided the fee or commission is determined by AAD to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2) Fees for delivery of products required on site (but not the cost of the products themselves) when the hauler, trucker, or delivery service is not also the "Manufacturer" of or "Regular Dealer" in the products, provided the fee is determined by AAD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Section 14 POLICY CONCERNING LEASES *[Paragraph Deleted]*

Section 15 MAINTENANCE OF RECORDS AND REPORTS

- A. AAD shall maintain a record keeping system to identify and assess DBE contract awards, prime contractors' progress in achieving DBE contract goals, and other DBE Affirmative Action efforts. Specifically, AAD shall: maintain records showing procedures adopted to comply with requirements of the ordinance; obtain regular reports from Contractor on Contractor's progress in meeting contractual DBE obligations. Contractor shall submit to AAD copies of all DBE agreements as they are executed; make specific efforts to identify and award contracts to DBEs.

- B. Such records will be available, upon request, to any authorized officer or employee of DOT.
- C. Liaison Officer shall submit quarterly reports to FAA, including at a minimum:
  - 1. Number of DOT-assisted contracts awarded to DBEs by City through contractors;
  - 2. Description of general categories of DOT-assisted contracts awarded to DBEs during the resorting period;
  - 3. Dollar value of- the FAA share of DOT-assisted contracts awarded to DBEs;
  - 4. Percentage of the dollar value of the FAA share of all DOT-assisted contracts awarded during this period which were awarded to DBEs; and,
  - 5. Indication of whether and the extent to which the percentage met or exceeded the Program-wide goals.

#### Section 16 INFORMATION TO BE INCLUDED IN CONTRACT DOCUMENTS

- A. The following statements shall be included in their entirety in all advertisements, Bidding and Contract Documents related to DOT-assisted contracts:
  - 1. "It is the policy of DOT that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirement of 49 CFR Part 23 will be included in all contract documents for DOT-assisted contracts."
  - 2. "City and the apparent successful Bidder, or Contractor, agree to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, City and the apparent successful Bidder, or Contractor, shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. City and the apparent successful Bidder, or Contractor, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
- B. The following statements shall be included in their entirety, in addition to those in subsection A, in all advertisements, Bidding and Contract Documents for DOT-assisted contracts for which a DBE goal has been established:
  - 1. "All Bidders shall make Good Faith Efforts, as defined in Section 00806 – Disadvantaged Business Enterprise Program, to subcontract 30% of the dollar value of the prime contract to small business concerns Owned, Controlled and Managed by socially and economically disadvantaged individuals (DBE). In the event that the apparent successful Bidder qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are reputedly presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful Bidder shall submit information concerning DBEs that will participate in this contract. The information shall include the name and address of each DBE,

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

a description of the work to be performed by each named firm, and the dollar value of the contract or subcontract. If Contractor fails to achieve the contract goal stated herein, Contractor shall provide documentation demonstrating Contractor's Good Faith Efforts in attempting to do so. A bid or contract that fails to meet these requirements will be considered nonresponsive."

2. "All bidders, potential contractors or Subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy deemed appropriate by City."
  3. "All Bidders and Contractor hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities."
  4. "It is further understood and agreed that the award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet DBE goals."
  5. "Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is 30% of the dollar value of this contract."
  6. "As a prerequisite to contract execution, the apparent successful Bidder shall submit names and addresses of the certified DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each subcontract. If the responses do not clearly show DBE participation will meet the goals above, the apparent successful Bidder shall provide documentation clearly demonstrating, to the satisfaction of City, that it made Good Faith Efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive."
  7. "Agreements between Bidder and a DBE in which the DBE promises not to provide sub-contracting quotations to other Bidders are prohibited. The apparent successful Bidder or Contractor shall make good faith effort to replace a DBE Subcontractor that is unable to perform successfully with another DBE Subcontractor."
- C. "The apparent successful Bidder or Contractor shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts."
- D. Bidding Documents shall include: DBE goals; DBE definitions; DBE selection criteria; Methods of counting DBE participation; Eligibility standards; Method for appeal of denial of certification; and Reporting forms.

Section 17 OPEN MEETINGS [*Paragraph Deleted*]

Section 18 EMERGENCY [*Paragraph Deleted*]



**CONTRACTOR GOOD FAITH EFFORTS**

("ATTACHMENT A")

- A. Good Faith Efforts for non-DBEs in construction, procurement and professional services shall mean at a minimum the following:
1. Delivery of written notice to the following:
    - a. All local certified DBEs in the directory for the month prior to the month of the bid or proposal submission date and identified as performing work or services or providing commodities for all potential subcontracting or supply categories in the Contract; and
    - b. All minority and women focused associations identified in the directory for the month prior to the month of the bid or proposal submission date; and
    - c. All news media focused toward minority persons and women identified in the directory for the month prior to the month of the bid or proposal submission date; and
    - d. All DBEs which requested information on the Contract.
  2. The written notices shall contain:
    - a. Adequate information about plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontract or the goods to be obtained from Subcontractors and suppliers;
    - b. A contact person within the apparent low bidder's or proposer's office to answer questions;
    - c. Information as to the apparent low bidder's or proposer's bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;
    - d. The last date for receipt by the bidder or proposer of DBE bids or price quotations;
  3. Attendance at any special pre-bid meeting called to inform DBEs of subcontracting or supply opportunities, if set forth in the bidding or proposal documents.
  4. Division of the Contract, as recommended by the department head of the initiating City department and in accordance with normal industry practice, into small, economically feasible segments that could be performed by DBE.
  5. Providing an explanation for rejection to any DBE whose bid or price quotation is rejected, unless another DBE 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 DBE;
    - b. Where price competitiveness is the reason for rejection, a meeting must be held, if requested, with the price-rejected DBE to discuss the rejection; and
  6. Providing an explanation for rejection of any DBE to the Affirmative Action and Contract Compliance Division, unless another DBE firm is accepted for

**DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

the same work, including the name of the non-DBE firm proposed to be awarded the subcontract or supply agreement, and if price competitiveness is the reason for rejection, the DBE's price quotation and the successful non-DBE's price quotation.

- B. Good Faith Efforts for DBEs in construction, procurement and professional services shall mean at a minimum the following:
1. Furnishing prompt written responses to any written inquiry from the Director or any employee of the Affirmative Action and Contract Compliance Division regarding the DBE's performance or information germane to the DBE's certification;
  2. Ensuring that at all times during the performance of any Contract or subcontract subject to the requirements of Chapter 1 of the Code of Ordinances the DBE is engaging in a commercially acceptable function as that term is defined herein;
  3. Ensuring that no application, response to a request for information, or other factual material submitted to the Director or any employee of the Affirmative Action and Contract Compliance Division contains any material misrepresentation; and
  4. Furnishing prompt responses to requests from the department administering the Contract, the City Attorney and the city Controller for information, books and records needed to verify compliance.

END OF SECTION

BIDDER/CONTRACTOR REQUIREMENTS FOR  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General requirements of DBE Program.
- B. Bidder/Contractor and DBE requirements for compliance with DBE Program.
- C. Contractor Good Faith Efforts
- D. Form of DBE Monthly Utilization Report

1.02 SUBMITTALS

- A. Submit following within 10 days following date of “Notice of Intent to Award the Contract”:

1. To City Engineer:

- a. One copy of Section 00600 – List of Proposed Subcontractors and Suppliers, Part A – DBE Participation Plan ("Plan").
- b. One original copy of executed DBE subcontract(s), or Letter(s) of Intent for each DBE, or documentation (written on Bidder's stationery) of Good Faith Efforts if the Goal is not met, following Paragraph 1.04.B.

2. To Houston Airport System (HAS), Office of Business Opportunity (OBO):

- a. One copy of Section 00600 – List of Proposed Subcontractors and Suppliers, Part A – DBE Participation Plan.
- b. Original documents pursuant to Section 00806 – Disadvantaged Business Enterprise Program.
- c. Address to:  
Houston Airport System, Office of Business Opportunity (OBO)  
18600 Lee Road, Suite 131  
Humble, Texas 77338  
Attn: Manager of OBO

- B. Submit reports during progress of the Work:

1. Within 40 days after Notice to Proceed date, submit the first Report.
2. Thereafter on the 15th of each month, submit one Report outlining DBE participation, until DBE activity is complete.
3. Mail original of Reports to Affirmative Action Division at the address given in Paragraph 1.02.A.2.c above.
4. Mail one copy of Reports to City Engineer.

**BIDDER REQUIREMENTS  
FOR DBE PROGRAM**

**1.03 GENERAL DBE REQUIREMENTS**

- A. City encourages full participation of DBEs in all phases of City's procurement activities to afford DBEs a full and fair opportunity to compete for City contracts at all levels.
  - 1. DBE is defined in Section 00806 – Disadvantaged Business Enterprise Program, and further as used in this Section, means an entity acting as Subcontractor or Supplier, even if certified by another agency, whether proposed or subcontracted, whether as original or replacement DBE, which is certified as a DBE by City of Houston Office of Business Opportunity (OBO/Affirmative Action Division"), except:
  - 2. Director of Affirmative Action ("Director/OBO") will consider priority certification of non-certified entities in cases where the apparent Low Bidder proposes entities for specific capabilities not found among at least 3 DBEs.
- B. Summary of Policy Elements:
  - 1. Contractor agrees to ensure that DBEs have full and fair opportunity to participate in performance of City contracts, and to make Good Faith Efforts to meet the Goal.
  - 2. Contractor, Subcontractors and Suppliers 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 Goal will be monitored by Affirmative Action Division, including site visits, reviewing records and reports, and interviewing randomly selected personnel.
- C. The percentage goal for DBE participation ("Goal") for this Contract is stated in Section 00801 – Supplementary Conditions For Project Funded by AIP Grant.

**1.04. BIDDER/CONTRACTOR AND DBE RESPONSIBILITIES**

- A. Prior to Bid submission: Verify proposed DBEs are certified prior to bid date.
- B. Prior to Award:
  - 1. Submit documents following Paragraph 1.02. Failure to properly submit documents may result in apparent low Bidder being considered non-responsive and second Low Bidder being considered for award.
    - a. Director/OBO will not unreasonably withhold approval of Good Faith Efforts.
    - b. If Bidder fails to furnish Plan, or fails to document Good Faith Efforts, Bidder will be deemed non-responsive and City Engineer will make recommendation to award the contract to second Low Bidder.
  - 2. Designate an officer to administer the Plan and maintain records of Good Faith Efforts to subcontract with DBEs.
  - 3. Execute a written contract with each DBE.
- C. After execution of the Agreement:

1. Follow the Plan or deviations therefrom approved by Director/OBO. Director/OBO may suspend Contractor for failure to make Good Faith Efforts to meet the Goal, or to suspend a DBE failing to make Good Faith Efforts to maintain DBE certification.
2. Submit Reports, following Paragraph 1.02.B.
3. Upon approval by Director/OBO, make Good Faith Efforts to replace a DBE displaced for any reason, with another DBE.

D. Eligibility of DBEs:

1. Contact Affirmative Action Division (713/658-3800) regarding certifications.
2. Affirmative Action Division maintains, publishes and distributes the Minority and Women Disadvantaged Business Enterprise Directory ("Directory"). Contractor is not limited to use of listed DBEs, and is encouraged to solicit subcontractors and suppliers from other sources and direct them to apply for DBE certification.

E. DBE participation shall be counted toward meeting the Goal as follows:

1. The total dollar value of each DBE, after being certified as a DBE, is counted toward the Goal.
2. When Contractor or Subcontractor or Supplier organizes as a joint venture with one or more members to satisfy the Goal, the Director/OBO shall determine the percent of participation resulting from the joint venture accountable toward the Goal.
3. Contractor may count toward the Goal only DBEs performing Commercially Acceptable Function in work of the Contract, as defined in Section 00806 – Disadvantaged Business Enterprise Program.
4. Subcontract at least 50 percent of the Goal to DBE Subcontractors.
5. Contractor may count 100 percent of DBE Supplier participation toward the Goal; however, DBE Supplier contracts shall not exceed 50 percent of the Goal.

H. Records and Reports:

1. Submit Reports following Paragraph 2.A.
2. Maintain the following records for review by Affirmative Action Division upon request:
  - a. Copy of subcontracts and purchase orders as executed;
  - b. Documentation of payments to and other transactions with DBEs;
  - c. Explanation of changes/replacements of DBEs, with other DBEs.
3. If the Goal is not being met, include in Reports a narrative description of progress being made in DBE participation. If sufficient DBEs to meet the Goals are being utilized, identify them by name and the dollar amount paid to date for work performed or products furnished by each DBE during the monthly period. Submit reports even when no activity occurs during a monthly period.

**BIDDER REQUIREMENTS  
FOR DBE PROGRAM**

**1.05 CONTRACTOR GOOD FAITH EFFORTS**

- A. If Contractor fails to meet or exceed the Goal set for the Contract, Affirmative Action Division will review documentation of Good Faith Efforts made by Contractor to meet the Goal.
- B. Burden of establishing minimum Good Faith Efforts is entirely upon Contractor and any determination made by Affirmative Action Division that minimum Good Faith Efforts were not made is appealable to City Council.
- C. Contractor shall submit to Affirmative Action Division, a detailed, acknowledged statement, in writing, with documentation attached, explaining in what ways Contractor complied with the following minimum standards for Good Faith Efforts:
  - 1. Delivery of written notice to all applicable categories of local DBEs identified in the Directory, to contracting groups and media focused toward minorities and women on a list furnished by Affirmative Action Division, and to any local DBEs who requested information on the project. The notice shall contain:
    - a. Adequate information about the scope of the Work, Drawings, Project Manual, and requirements of the Proposal;
    - b. Identification of a person within the firm's office to answer questions.
  - 2. Division of the Work into small, economically feasible segments which could be performed by DBEs, as recommended by Director of Aviation.
  - 3. Provision of an explanation to any DBE whose bid is rejected, unless another DBE is accepted for the same work, as follows:
    - a. Where price competitiveness is not the reason, a written rejection notice shall include the reason for rejection;
    - b. Where price competitiveness is the reason, a meeting shall be held, if requested, with the price-rejected DBE to discuss the rejection.

END OF SECTION

City of Houston, Office of Business Opportunity  
**DBE Monthly Utilization Report for HAS Projects**  
 Report Period: \_\_\_\_\_ through \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
 PROJ/CIP/AIP No: \_\_\_\_\_  
 PRIME CONTRACTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_

Date of Report: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Date of Commencement: \_\_\_\_\_  
 Est. Compl. Date: \_\_\_\_\_  
 Contract Amount: \$ \_\_\_\_\_  
 DBE Goal (%): \_\_\_\_\_  
 Est. % of Job Completed: \_\_\_\_\_

SUBCONTRACTOR OR SUPPLIER	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	POTENTIAL SUBCONTRACT AMOUNT	SCHEDULED % OF CONTRACT PARTICIPATION	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
<b>TOTALS</b>							

Make as many copies of this page as required to list all DBE participation.  
 Submit the original of this report by the 25th day following the report period to Houston Airport System, Office of Business Opportunity: 18600 Lee Road, Suite 131, Humble, Texas 77338, and one copy to City Engineer at HAS.  
 Provide support documentation on all revenues paid to DBE Subcontractors/Suppliers, to reflect all up/down variances in Contract amount.





DOCUMENT 00810 - FAA

WAGE SCALE FOR ENGINEERING CONSTRUCTION  
FOR PROJECTS FUNDED BY AIP

- 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 form Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority listed in Document 00495 prior to final execution of the contract.
- 1.05 During the course of the work, Subcontractors shall submit the "Certificate form Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "C") to the Monitoring Authority listed in Document 00495.
- 1.06 Contractor and Subcontractors will submit payrolls electronically to the Department through the online reporting system unless told otherwise by the Office of Business Opportunity.

Wage Determination Publication Date:  
January 4, 2019

for

General Decision Number: TX190038 01/04/2019 TX38  
Superseded General Decision Number TX20180056

State: TEXAS

Construction Type: HIGHWAY

County(ies): 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, and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges).

Modification Number:  
0

Publication Date:  
01/04/2019

**EXHIBIT "A"**

WAGE DETERMINATION ATTACHMENT:

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

General Decision Number: TX20190038 01/04/2019

Superseded General Decision Number: TX20180056

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

\* 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	

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

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.

=====

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

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](http://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

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

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

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

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

**EXHIBIT "B"**

**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.

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

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

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

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

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

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

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

**WAGE SCALE  
FOR ENGINEERING CONSTRUCTION / FAA**

*Reconstruction of Taxiway NA  
Project No. 907 CIP No. A-000570  
AIP No. 3-48-0111-107-16*

**EXHIBIT "C"**

**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 prime Contractor for \_\_\_\_\_

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

\_\_\_\_\_

(Identifying Signature of Appointee)

Phone: \_\_\_\_\_

Witness/Attest:

\_\_\_\_\_

(Name of Firm or Corporation)

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

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

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Title)

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

**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 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.

\_\_\_\_\_

(Identifying Signature of Appointee)

Phone: \_\_\_\_\_

Witness/Attest:

\_\_\_\_\_

(Name of Firm or Corporation)

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

(Signature)

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

(Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Title)

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

Wage Determination Publication Date:

January 4, 2019

for

General Decision Number TX190031 01/04/2019 TX31

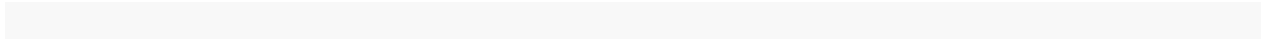
Superseded General Decision Number TX20180042

State: Texas  
Construction Type: Heavy  
County: Harris County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines (Does Not Include Flood Control).

Modification Number	Publication Date
0	01/04/2019

WAGE DETERMINATION ATTACHMENT:





General Decision Number: TX20190031 01/04/2019

Superseded General Decision Number: TX20180042

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

\* SFTX0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.03	15.84

-----  
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
Laborers:		
Common.....	\$ 8.94	0.00
Landscape.....	\$ 7.35	0.00
Mason Tender Cement.....	\$ 9.94	0.00

Pipelayer.....	\$ 10.14	0.00
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](http://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



TRENCH SAFETY GEOTECHNICAL INFORMATION

1.0 SECTION INCLUDES

- A. Trench Safety Geotechnical Information: Geotechnical Information obtained for use in design of the trench safety system is included in the appendix.

2.0 RELATED SECTIONS

- A. Section 01561 – Trench Safety Systems.

END OF SECTION





**ATTACHMENT “ ”**

**Sample Letter of Intent**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.**

To: City of Houston  
Administering Department

Date: \_\_\_\_\_

Project Name and Number Reconstruction of Taxiway NA

Project No. 907, CIP No. A-000570, AIP No. 3-48-0111-107-16

Bid Amount: \_\_\_\_\_ M/W/DBE Goal: 30%DBE

\_\_\_\_\_  
Prime Contractor agrees to enter into a contractual agreement

with \_\_\_\_\_, who will provide the following goods/  
MWBE Subcontractor

services in connection with the above referenced contract:

\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's  
(M/W/DBE Subcontractor) Office of Business of Opportunity Office to function in the  
aforementioned capacity.

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
M/W/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contactor)

\_\_\_\_\_  
Signed (M/W/DBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT”** and contain the following terms:

1. \_\_\_\_\_(M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
  
2. \_\_\_\_\_(M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
  
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor 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 such agent.
  
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “The Act”). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with the American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.

- c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
- d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity Policy and/or Ordinance, contact the Office of Business Opportunity Division at 713.837.9000, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

FAA AC 150/5370-10G  
Standards for Specifying Construction of  
Airports

**Part 1 General Provisions**





## Part 1 – General Provisions

The FAA General Provisions are included to comply with federal grant assurances and to supplement Owner provisions elsewhere in the specifications. In the event of conflicts between the FAA General Provisions and Owner provisions in the specifications, the more stringent requirement shall be adhered to. Where stringency is not applicable to a conflict, in the sole opinion of the Owner, the conflict shall be resolved as directed by the Owner.

### Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 Access road.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**10-03 Advertisement.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**10-04 Airport Improvement Program (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

**10-05 Air operations area (AOA).** For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**10-06 Airport.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

**10-08 Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**10-09 Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 Building area.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

**10-11 Calendar day.** Every day shown on the calendar.

**10-12 Change order.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

**10-13 Contract.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

**10-14 Contract item (pay item).** A specific unit of work for which a price is provided in the contract.

**10-15 Contract time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**10-16 Contractor.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

**10-17 Contractor's laboratory.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**10-18 Construction Safety and Phasing Plan (CSPP).** The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

**10-19 Drainage system.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-20 Engineer.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

**10-21 Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-22 Extra work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

**10-24 Federal specifications.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-25 Force account.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.

**10-26 Inspector.** An authorized representative of the Engineer assigned to make all necessary observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-27 Intention of terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall

be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

**10-28 Laboratory.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as “Engineer’s Laboratory” or “quality assurance laboratory.”

**10-29 Lighting.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

**10-30 Major and minor contract items.** ~~See Owner’s documents. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.~~

**10-31 Materials.** Any substance specified for use in the construction of the contract work.

**10-32 Notice to Proceed (NTP).** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**10-33 Owner.** The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only.

**10-34 Passenger Facility Charge (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

**10-35 Pavement.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-36 Payment bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

**10-37 Performance bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**10-38 Plans.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-39 Project.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-40 Proposal.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

**10-41 Proposal guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

**10-42 Runway.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-43 Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

**10-44 Sponsor.** A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

**10-45 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-46 Subgrade.** The soil that forms the pavement foundation.

**10-47 Superintendent.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-48 Supplemental agreement.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

**10-49 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-50 Taxiway.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

**10-51 Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

**10-52 Working day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** See Owner's documents.

**20-02 Qualification of bidders.** ~~See Owner's documents. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.~~

~~Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.~~

~~Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.~~

**20-03 Contents of proposal forms.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or

materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

**20-07 Preparation of proposal.** ~~See Owner's documents. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.~~

~~The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.~~

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

**Intentionally Left Blank**



## Section 30 Award and Execution of Contract

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

**a.** If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

**b.** If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety

bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

## Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

**40-03 Omitted items.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but

is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

**a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

**b.** With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

**c.** When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines,

grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

**Intentionally Left Blank**

## Section 50 Control of Work

**50-01 Authority of the Engineer.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one

is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

**50-04 Cooperation of Contractor.** The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

**50-05 Cooperation between contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-06 Construction layout and stakes.** The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the



survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided electronically as directed by the Owner. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a.** Clearing and Grubbing perimeter staking
- b.** Rough Grade slope stakes at 100-foot (30-m) stations
- c.** Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a.** Runway – minimum five (5) per station
- b.** Taxiways – minimum three (3) per station
- c.** Holding apron areas – minimum three (3) per station
- d.** Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a.** Runway – minimum five (5) per station
- b.** Taxiways – minimum three (3) per station
- c.** Holding apron areas – minimum three (3) per station

Pavement areas:

- a.** Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b.** Between Lifts at 25-foot (7.5-m) stations for the following section locations:
  - (1)** Runways – each paving lane width
  - (2)** Taxiways – each paving lane width
  - (3)** Holding areas – each paving lane width
- c.** After finish paving operations at 50-foot (15-m) stations:
  - (1)** All paved areas – Edge of each paving lane prior to next paving lot
- d.** Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e.** Fence lines at 100-foot (30-m) stations minimum.
- f.** Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

**50-07 Automatically controlled equipment.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

**50-08 Authority and duties of inspectors.** Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit.

Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,

b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

**60-02 Samples, tests, and cited specifications.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a

final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer's field office.** An Engineer's field office is not required.

**60-06 Storage of materials.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior

to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

**Intentionally Left Blank**



## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated on the contract documents.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal aid participation.** For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in

this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

**70-07 Public convenience and safety.** The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 Barricades, warning signs, and hazard markings.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

**70-09 Use of explosives.** ~~Not applicable. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.~~

~~All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.~~

~~The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.~~

~~The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.~~

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the contract documents.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor’s responsibility for work.** Until the Engineer’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor’s responsibility for utility service and facilities of others.** As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the

Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of

seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

**Intentionally Left Blank**



## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**80-02 Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-04 Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all

instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract

requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**a.** CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of

the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

**b.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**c.** When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted

from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored as shown on the contract documents. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

END OF SECTION 80

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

~~Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.~~

~~Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.~~

~~When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.~~

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.



All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and

specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Project closeout.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual.

**k.** Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

END OF SECTION 90

## Section 100 Contractor Quality Control Program

**100-01 General.** When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over ~~\$250,000~~ \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

### 100-02 Description of program.

**a. General description.** The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

**b. Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

**100-03 Quality control organization.** The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. Quality control technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.
- (3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

**100-04 Project progress schedule.** The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**100-05 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

**100-06 Inspection requirements.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

**a.** During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

**b.** During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

**100-07 Quality control testing plan.** As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a.** Specification item number (for example, P-401)
- b.** Item description (for example, Plant Mix Bituminous Pavements)
- c.** Test type (for example, gradation, grade, asphalt content)
- d.** Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e.** Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f.** Responsibility (for example, plant technician)
- g.** Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

**100-08 Documentation.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.



These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

**100-09 Corrective action requirements.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

**100-10 Surveillance by the Engineer.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-11 Noncompliance.**

**a.** The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

**b.** In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

## Section 105 Mobilization

**105-1 Description.** ~~See Owner's documents. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.~~

**105-1.1 Posted notices.** ~~Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) DOL "Notice to All Employees" Poster; and Applicable Davis Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.~~

**105-2 Basis of measurement and payment.** ~~Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:~~

- ~~a. With first pay request, 25%.~~
- ~~b. When 25% or more of the original contract is earned, an additional 25%.~~
- ~~c. When 50% or more of the original contract is earned, an additional 40%.~~
- ~~d. After Final Inspection, Staging area clean up and delivery of all Project Closeout materials as required by 90-11, the final 10%.~~

END OF SECTION 105

**Intentionally Left Blank**

## Section 110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

**110-01 General.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ( $\bar{X}$ ) and sample standard deviation ( $S_n$ ) of the specified number ( $n$ ) of sublots for the lot and the specification tolerance limits,  $L$  for lower and  $U$  for upper, for the particular acceptance parameter. From these values, the respective Quality index,  $Q_L$  for Lower Quality Index and/or  $Q_U$  for Upper Quality Index, is computed and the PWL for the lot for the specified  $n$  is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

**110-02 Method for computing PWL.** The computational sequence for computing PWL is as follows:

- a. Divide the lot into  $n$  sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average ( $\bar{X}$ ) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where:  $\bar{X}$  = Sample average of all subplot values within a lot

$x_1, x_2$  = Individual subplot values

$n$  = Number of sublots

- e. Find the sample standard deviation ( $S_n$ ) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where:  $S_n$  = Sample standard deviation of the number of subplot values in the set

$d_1, d_2$  = Deviations of the individual subplot values  $x_1, x_2, \dots$  from the average value  $X$   
 that is:  $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$   
 $n$  = Number of sublots

**f.** For single sided specification limits (that is, L only), compute the Lower Quality Index  $Q_L$  by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with  $Q_L$ , using the column appropriate to the total number (n) of measurements. If the value of  $Q_L$  falls between values shown on the table, use the next higher value of PWL.

**g.** For double-sided specification limits (that is, L and U), compute the Quality Indexes  $Q_L$  and  $Q_U$  by use of the following formulas:

$$Q_L = (X - L) / S_n$$

**and**

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with  $Q_L$  and  $Q_U$ , using the column appropriate to the total number (n) of measurements, and determining the percent of material above  $P_L$  and percent of material below  $P_U$  for each tolerance limit. If the values of  $Q_L$  fall between values shown on the table, use the next higher value of  $P_L$  or  $P_U$ . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:  $P_L$  = percent within lower specification limit

$P_U$  = percent within upper specification limit

### EXAMPLE OF PWL CALCULATION

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

#### A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

2. Calculate average density for the lot.

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$\bar{X} = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$\bar{X} = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index  $Q_L$  for the lot. ( $L=96.3$ )

$$Q_L = (\bar{X} - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with  $Q_L = 1.44$  and  $n = 4$ .

$$PWL = 98$$

## B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$\bar{X} = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$\bar{X} = 3.57\%$$

3. Calculate the standard deviation  $S_n$  for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index  $Q_L$  for the lot. ( $L = 2.0$ )

$$Q_L = (\bar{X} - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine  $P_L$  by entering Table 1 with  $Q_L = 1.41$  and  $n = 4$ .

$$P_L = 97$$

6. Calculate the Upper Quality Index  $Q_U$  for the lot. ( $U = 5.0$ )

$$Q_U = (U - \bar{X}) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine  $P_U$  by entering Table 1 with  $Q_U = 1.29$  and  $n = 4$ .

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

### EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

#### A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. Use  $n=4$  and upper 5% significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier

For A-3, check if  $(99.30 - 97.95) / 1.15$  is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if  $(97.95 - 96.60) / 1.15$  is greater than 1.463.

Since 1.135 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than  $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR

less than  $(97.95 - 1.463 \times 1.15) = 96.27\%$ .



**Table 1. Table for Estimating Percent of Lot Within Limits (PWL)**

Percent Within Limits (P <sub>L</sub> and P <sub>U</sub> )	Positive Values of Q (Q <sub>L</sub> and Q <sub>U</sub> )							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P <sub>L</sub> and P <sub>U</sub> )	Negative Values of Q (Q <sub>L</sub> and Q <sub>U</sub> )							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110