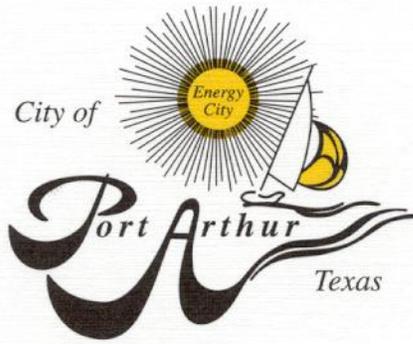


DERRICK FREEMAN” PRINCE, MAYOR  
RAYMOND SCOTT, JR, MAYOR PRO TEM

COUNCIL MEMBERS:

TIFFANY HAMILTON  
MORRIS ALBRIGHT, III  
KEITH RICHARD  
WILLIE “BAE” LEWIS, JR.  
OSMAN SWATI  
CHARLOTTE MOSES  
KAPRINA RICHARDSON FRANK



BRIAN MCDUGAL  
CITY MANAGER

SHERRI BELLARD, TRMC  
CITY SECRETARY

VAL TIZENO  
CITY ATTORNEY

SEPTEMBER 23, 2016

**INVITATION TO BID**  
**Slip-Form Placement of Concrete**

**DEADLINE:** Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, October 5, 2016.** (The clock located in the City Secretary’s office will be the official time.) All bids received will be read aloud **at 3:15 p.m. on Wednesday, October 5, 2016** in the City Council Chambers, City Hall, 5<sup>th</sup> Floor, Port Arthur, TX. You are invited to attend.

**MARK ENVELOPE: P16-066**

**DELIVERY ADDRESS:** Please submit one (1) original and one (1) copy of your bid to:

CITY OF PORT ARTHUR  
CITY SECRETARY  
P.O. BOX 1089  
PORT ARTHUR, TEXAS 77641

or

CITY OF PORT ARTHUR  
CITY SECRETARY  
444 4TH STREET, 4<sup>th</sup> Floor  
PORT ARTHUR, TEXAS 77640

**POINTS OF CONTACT:**

Questions concerning the **Invitation to Bid** should be directed **in writing** to:

City of Port Arthur, TX  
Clifton Williams, Senior Purchasing Assistant  
P.O. Box 1089  
Port Arthur, TX 77641  
[clifton.williams@portarthurtx.gov](mailto:clifton.williams@portarthurtx.gov)

The enclosed INVITATION TO BID (ITB) and accompanying GENERAL INSTRUCTIONS, CONDITIONS SPECIFICATIONS, are for your convenience in submitting bids for the enclosed referenced services for the City of Port Arthur.

Bids must be signed by a person having authority to bind the firm in a contract. Bids shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed ITB submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted ITB submittals will not be accepted.

Clifton Williams, CPPB  
Acting Purchasing Manager

**INVITATION TO BID  
SLIP-FORM PLACEMENT OF CONCRETE**

**(To be Completed ONLY IF YOU DO NOT BID.)**

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

**In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.**

**NO BID is submitted:**    \_\_\_ this time only            \_\_\_ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
<b>Comments/Other Suggestions:</b>		

<b>Company Name:</b>	
<b>Person Completing Form:</b>	<b>Telephone:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>City, State, Zip Code:</b>	<b>Date:</b>



# SPECIFICATIONS FOR SLIP-FORM PLACEMENT OF CONCRETE

## SECTION ONE

### 1. CONCRETE CURBS AND CONCRETE CURB AND GUTTERS – LABOR, EQUIPMENT AND MATERIALS

#### 1.1 Description

Concrete curbs and concrete curb and gutters shall be constructed of portland cement concrete of the class and other requirements as designated by Engineer.

#### 1.2 General

Curbs and curb and gutters shall be in conformance with the details on the attached “Curb & Gutter Street Improvements”. All concrete shall be 3,000 psi concrete, and reinforcement and finishing shall be in conformance with the drawings and specifications.

#### 1.3 Construction Method

The slip-form method shall be used for the construction of concrete curbs and concrete curb and gutters.

Slip-form equipment shall be provided with traveling side and top forms of suitable dimensions, shapes, and strength to support the concrete for a sufficient length of time during placement to produce curbs or curb and gutters of the required cross section. The equipment shall consolidate, form and rough finish the freshly placed concrete in such a manner as to provide a dense and homogeneous product. See attached “Curb & Gutter Street Improvements” for form.

The slip-form equipment shall have automatic sensor controls which operate from an offset control line. The line and grade of the slip-form equipment shall be automatically controlled.

Concrete shall be placed on base provided by the City that is shown on the attached “Curb & Gutter Street Improvements”. Should there be any changes required to this base work to accommodate the slip forming equipment such changes shall be noted on the bid documents.

Concrete shall be placed with equipment approved by the Engineer. When placement is directly on subgrade or foundation materials, the subgrade or foundation material foundation shall be hand-tamped and sprinkled if considered necessary by the Engineer. If the concrete is placed directly on surface material or pavement, such surface shall be thoroughly cleaned. Concrete shall be fed into the machine in such a manner and at such consistency that the machine will present a well-compacted mass with a surface free from voids and honeycombs, and true to the required shape, line and grade.

Any additional surface finishing specified and/or required shall be performed immediately after slip forming. Joints shall be constructed at such location as directed by the Engineer and conforming to the details shown on the plans.

#### 1.4 Drainage Outlets Through Curb

Where existing yard or building drains occur along the line of work, the new curb shall be suitably sleeved or a “V” cut made to provide for such drains. Similar sleeves or “V” cuts shall be installed to serve low areas on adjacent property where drainage has been affected by the work.

## **1.5 Driveway Entrances**

Driveway entrances shall be provided in new curb at all existing driveways along the line of the work, at locations shown on the Plans, and at such other locations as may be designated by the Engineer.

The fully depressed curb opening at driveway entrances shall be 1-inch above gutter flow line at the curb face. The depressed portion of the curb shall be finished to a transverse slope toward the gutter of  $\frac{3}{4}$  inch.

## **1.6 Backfilling and Cleanup**

Upon completion of the work surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.

## **1.7 Responsibilities**

### **A. City**

1. Will supply flagmen and traffic control devices as needed.
2. Will set the limits of and elevations for all projects.
3. Will provide general direction of the work determining when and where projects are to be done, sequencing of the work and other control of projects.

### **B. Contractor**

1. Shall provide all set up on the project once limits and hub elevations have been provided.
2. Will furnish all materials used on the project (concrete, sand/cement, reinforcing rods, joint materials, etc.)
3. Will haul and/or have hauled all material to the job sites.
4. Will backfill all work to the finished surface
5. Shall provide the following equipment and manpower:
  - a. Shall provide crew supervisor(s) for direction of crew, contact, and inspection of project.
  - b. Shall provide sufficient qualified concrete finishers with all tools associated with this type of work to place driveway cuts and joints of all types, to place all reinforcing rods and to finish the product as directed by the city.
  - c. Equipment:
    - 1) Shall provide the appropriate lay-down slip-form equipment in good working order and with trained operator(s).
    - 2) Shall provide the molds made to city standards for curb and gutter sections and for stand-up curbs (see attached "Curb & Gutter Street Improvements" for details).
6. Shall be responsible for all maintenance to, fuel for, and repairs for all such equipment provided as part of this work.
7. Insurance for general liability and automotive liability shall be carried by Contractor during the term of the contract.

## **1.8 Response**

Contractor shall begin work within three (3) working days after the date of notification that his services are required, unless a delay is granted because of weather or other factors that would prevent the work from taking place.

## **1.9 Project**

Contractor will be furnished a list of proposed projects at the time of his selection. Actual linear footage of product placed shall be made at the completion of each project, and payment will be made at the completion of each project. Projects will be done individually or in groups throughout the term of the contract. Minimum placement ordered will generally be 300 linear feet, more or less, of curbs, or curb and gutters.

**1.10 Warranty**

Contractor shall warrant all workmanship and product for a period of one (1) year after completion of individual projects authorized by the City.

**1.11 Measurement and Payment**

Concrete curbs or concrete curbs and gutters shall be measured by the linear foot, complete in place, per the specification.

Payment for concrete curbs and gutters shall be made per the unit price bid for each type of construction, complete in place.

**SECTION TWO**

**2.0 CONCRETE CURBS AND CONCRETE CURB AND GUTTERS-LABOR AND EQUIPMENT ONLY**

**2.1 Description**

Concrete curbs and concrete curb and gutters shall be constructed of portland cement concrete of the class and other requirements as designated by Engineer.

**2.2** Curbs and curbs and gutters shall be in conformance with the details shown on the attached "Curb & Gutter Street Improvements". All concrete shall be 3,000 psi concrete, and reinforcement and reinforcement and finishing shall be in conformance with the drawings and specifications.

**2.3 Construction Method**

The slip-from method shall be used for the construction of concrete curbs and concrete curbs and gutters.

Slip-form equipment shall be provided with traveling side and top forms of suitable dimensions, shapes, and strength to support the concrete for a sufficient length of time during placement to produce curbs or curb and gutters of the required cross section. The equipment shall consolidate, form and rough finish the freshly placed concrete in such a manner as to provide dense and homogeneous project. See the attached "Curb & Gutter Street Improvements" for form.

The slip-form equipment shall have automatic sensor control which operates from an offset control line. The line and grade of the slip-form equipment shall be automatically controlled.

Concrete shall be placed on base provided by the City that is shown on the attached "Curb & Gutter Street Improvements". Should there be any changes required to this base work to accommodate the slip forming equipment such changes on the bid documents.

Concrete shall be placed with equipment approved by the Engineer. When placement is directly on subgrade or foundation material, foundation shall be hand-tamped and sprinkled if considered necessary by the Engineer. If the concrete is placed directly on surface material or pavement, such surfaces shall be thoroughly cleaned. Concrete shall be fed into the machine in such a manner and at such consistency that the finished work will present a well-compacted mass with a surface free from voids and honeycombs, and true to the required shapes, line and grade.

Any additional surface finishing and/or required jointing shall be performed immediately after slip forming. Joints shall be constructed as such locations as directed by the Engineer and conforming to the details shown on the plans.

#### **2.4 Drainage Entrances**

Where existing yard or building drains occur along the line of work, the new curb shall be suitably sleeved of a “V” cut made to provide for such drains. Similar sleeves or “V” cuts shall be installed to serve low areas on adjacent property where drainage has been affected by the work.

#### **2.5 Driveway Entrances**

Driveway entrances shall be provided in new curb at all existing driveways along the line of the work, at location shown on the Plans, and at such other locations as may be designated by the Engineer.

The fully depressed curb opening at driveway entrances shall be 1-inch above gutter flow line at the curb face. The top of the fully depressed portion of the curb shall be finished to a transverse slope toward the gutter of  $\frac{3}{4}$  inch.

#### **2.6 Backfilling and Cleanup**

Upon completion of the surface of the concrete shall be thoroughly cleaned and site left in a neat and orderly condition.

#### **2.7 Responsibilities**

##### **A. City**

1. Will furnish all necessary materials used on the project (concrete, sand/cement, reinforcing rods, joint materials, etc.)
2. Will supply flagmen and traffic control devices.
3. Will haul and/or have hauled all material to job sites.
4. Will set the limits of and elevations for all projects.
5. Will provide general direction of the work, such as determining when and where projects are done, sequencing of the work and other control of projects.
6. Will backfill all work to the finished surface.

##### **B. Contractor**

1. Shall provide all set up on the project once limits and hub elevations have been provided.
2. Shall provide the following equipment and manpower:
  - a. Crew supervisor(s) for direction of crew, contact, and inspection of project.

- b. Sufficient qualified concrete finishers with all tools associated with this type of work to place driveway cuts and joints of all types, to place all reinforcing rods and to finish the product as directed by the City.

### **C. Equipment**

1. Appropriate lay-down slip-form in good working order and with trained operator(s).
2. A mold made to city standards for curb and gutter sections and for stand-up curbs (see attached "Curb & Gutter Street Improvements" for details)
3. Shall be responsible for all maintenance to, fuel for, and repairs for all such equipment provided as part of this work.
4. Insurance for general liability and automotive liability shall be carried by contractor during the term of the contract.

### **2.8 Response**

Contractor shall begin work within three (3) working days after the date of notification that his services are required, unless a delay is granted because of weather or other factor that would prevent the work from taking place.

### **2.9 Project**

Contractor will be furnished a list of proposed projects at the time of his selection. Actual linear footage of product placed shall be made at the completion of each project, and payment will be made at the completion of each project. Projects will be done singly or in groups throughout the term of the contract. Minimum placement order will generally be 300 linear feet, more or less, of curbs or curb and gutters.

### **2.10 Warranty**

Contractor shall warrant all workmanship and product for a period of one (1) year after completion of individual projects authorized by the City.

### **2.11 Measurement and Payment**

Concrete curbs and concrete curb and gutters shall be measured by the linear foot in place per the specifications.

Payment for concrete curbs or curbs and gutters shall be made per the unit price bid for each type of construction when in place per the specifications.

## **SECTION THREE**

### **3.0 FINISHING – ALL WORK**

#### **3.1 General**

Finishing shall be complete as specified herein for the type work being performed.

#### **3.2 Curbs and Curb and Gutters**

Immediately after placement of material by the slip-form process, and installation of all required joints, all surfaces shall be carefully trowelled to a smooth and uniform finish. Any honeycomb areas, bulges, slumps or separation of concrete will be required and the areas shaped to conform to the shape of the slip-formed product. After all necessary driveway

cutouts, “V” drains or sleeve drains are installed, all surfaces shall be trowelled for a final time, the surfaces shall be finished with a fine-hair brush parallel with the line of the work.

Touch-up work that may be required after curing has taken place shall be done with a mixture of cement grout and bonding agent.

### **3.3 Joints**

Generally all edges of concrete and concrete edges at all expansion joints shall be rounded to a ¼ inch radius using an approved edging tool.

The street-side edge of the curb and gutter sections shall be rounded to a one-inch radius using an approved edging tool.

## **SECTION FOUR**

### **4.0 JOINTS – ALL WORK**

#### **4.1 General**

Joints in concrete curbs and concrete curb and gutters, sidewalks, driveways and wheelchair ramps, shall be of the type of joints as set out on the attached “Curb & Gutter Street Improvements”, “Paving Details”, and “Sidewalk & Driveway Detail Sheet”.

#### **4.2 Expansion Joints**

Expansion joints shall be constructed as shown on the Plans or as specified herein. Such joint shall be filled with pre-molded joint filler conforming with the requirements prescribed by the Texas Department of Transportation. NO such joints shall be constructed within wheelchair ramps, or driveways except as may be approved by the Engineer.

One-quarter-inch joints shall be constructed in curbs and concrete curb and gutters at the end of all returns except where cross gutter transitions extend beyond the curb return, in which case they shall be placed at the ends of the cross gutter transition. No joints shall be constructed in returns. Where monolithic curb and gutters are constructed adjacent to concrete pavement, no expansion joints will be required except at PCR and PCT of curb returns.

Expansion joint filler ¼ inch thick shall be placed in walk at the PCR and PCT of all walk returns and around all utility poles which may project into the concrete along the line of the work. One-quarter-inch joints shall be constructed in walk returns between the walk and the back of curb return when required by the Engineer. As the PCR and PCT and around utility poles, the joint filler-strips shall extend the depth of the walk plus 1-inch with the top set flush with the specified grade of the top of curb.

All expansion joint filler strips shall be installed vertically, and shall extend to the full depth and width of the work in which they are installed, and be constructed perpendicular to the line of work or radial to the line of the work constructed on a curve. Expansion joints filler materials shall completely fill these joints to within ¼ inch of any surface of the concrete. Excess filler material shall be trimmed off to the specified dimension in a neat and workmanlike manner. During the placing and tamping of the concrete, the filler strips shall be held rigidly and securely in proper position.

### 4.3 Other Joints

- a. **Weakened Plane Joints:** Shall be straight and constructed in accordance with Subsection (b) or (c) below, unless otherwise shown on the Plans. In the sidewalks, joints shall be transverse to the line of work and at regular intervals not exceeding five (5) feet. At curves and walk returns, the joints shall be radial.

In curbs and curb and gutters, joints shall be at regular intervals not exceeding fifteen (15) feet. Where curbs and curb and gutters are adjacent to concrete pavement, the joints shall be aligned with the existing pavement joints where practical.

- b. **Control Joint:** After preliminary trowelling, the concrete shall be parted to a depth of 2 inches with a straight edge to crease a division in the course aggregate. The concrete shall then be refloated to fill the parted joint with mortar. Headers shall be marked to locate the weakened plane for final joint finishing, which shall be accomplished with a jointer tool having a depth of  $\frac{1}{2}$  inch and a radius of  $\frac{1}{8}$  inch. The finished joint opening shall not be wider than  $\frac{1}{8}$  inch.
- c. **Plastic Control Joint:** The joint material shall be a T-shaped plastic strip at least 1-inch deep, having suitable anchorage to prevent vertical movement, and having a removable stiffener with a width of at least  $\frac{3}{4}$  inch. After preliminary trowelling, the concrete shall be parted to a depth of 2 inches with a straight edge. The plastic strip shall be inserted in the impression so that the upper surface of the removable stiffener is flush with the concrete. After floating the concrete to fill all adjacent voids, the removable stiffener shall be stripped. During final trowelling, the edges shall be stripped. During final trowelling, the edges shall be finished to a radius of  $\frac{1}{8}$  inch using a slit jointer tool.

**CITY OF PORT ARTHUR, TEXAS**  
**BID SHEET**

**BID FOR:** Slip-Form Placement of Concrete

**BID DUE DATE:** October 5, 2016

<b><u>ITEM #</u></b>	<b><u>ITEM</u></b>	<b><u>UOM</u></b>	<b><u>UNIT PRICE</u></b>
1.	Placement of City Standard curb and gutter section per drawing and specification , as called for in Section 1		
	a. Less than 100 feet	LF	\$ _____
	b. 100 feet or more		_____
		LF	\$ _____
2.	Placement of City Standard curb and gutter section per drawing and specification, as called for in Section 2		
	a. Less than 100 feet	LF	\$ _____
	b. 100 feet or more		_____
		LF	\$ _____
3.	Placement of City Standard upright curb, per drawing and specification as called for in Section 1		
	a. Less than 100 feet	LF	\$ _____
	b. 100 feet or more		_____
		LF	\$ _____
4.	Placement of City Standard upright curb, per drawing and specification as called for in Section 2		
	a. Less than 100 feet	LF	\$ _____
	b. 100 feet or more		_____
		LF	\$ _____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Unit prices are to be expressed in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The above unit prices shall include labor, equipment overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding. Bids shall be good for sixty (60) days after date of bid opening.

Respectfully submitted:

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

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
P.O. BOX

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AREA CODE      TELEPHONE NO

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
FAX NO.

**AFFIDAVIT**

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

\_\_\_\_\_ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

---

**Firm Name** \_\_\_\_\_ **Date** \_\_\_\_\_

---

**Authorized Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

---

**Name (please print)** \_\_\_\_\_ **Telephone** \_\_\_\_\_

---

**Email** \_\_\_\_\_

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

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

**SUBSCRIBED AND SWORN** to before me by the above named \_\_\_\_\_  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL**



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

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

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity      Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

GENERAL INFORMATION:

**NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in Bid or Proposal Specifications listed in this Bid Package.**

All bids meeting the intent of this request for bid will be considered for award. **BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID.** The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**BID AWARD:** The City of Port Arthur will review all bids for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible bidder who submits the best value bid.

The City reserves the right to:

1. Reject any and all bids and to make no award if it deems such action to be in its best interest.
2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price, as provided by Section 271.905 of the Texas Government Code.

**TERMINOLOGY:** "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.

6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

**ADDENDA:** Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time.

**PORT ARTHUR PRINCIPAL PLACE OF BUSINESS:** Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

**PRICES:** The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

**PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

**INVOICES:** All invoices shall be mailed directly to the City of Port Arthur, Attn.: **Public Works**, P.O. Box 1089, Port Arthur, Texas 77641.

**PAYMENT:** Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

**SALES TAX:** The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

**COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

**INTEREST OF MEMBERS OF CITY:** No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

**DELINQUENT PAYMENTS DUE CITY:** The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

**QUANTITIES:** Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

**SHIPPING INFORMATION:** All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

**INCORPORATION OF PROVISIONS REQUIRED BY LAW:** Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

**CONTRACTOR'S OBLIGATIONS:** The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

**RELEASES AND RECEIPTS:** The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

**CARE OF WORK:** The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

**SUB-CONTRACTS:** The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

**INSURANCE:** All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
  - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
  - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
  - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
  - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
  - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

**NOTICE TO PROCEED:** Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

**CELL PHONE OR PAGER:** The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.

**PERSONNEL:** The CONTRACTOR represents that he has, or will secure at his own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the work required hereunder will be performed by the CONTRACTOR or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

**REPORTS AND INFORMATION:** The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**RECORDS AND AUDITS:** The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares.

These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

**FINDINGS CONFIDENTIAL:** All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

**COPYRIGHT:** No report, maps or other Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

**COMPLIANCE WITH LAWS:** The CONTRACTOR shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of the work herein, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

**CERTIFICATES AND PERMITS:** Except for required permits issued by OWNER, which shall be issued at no cost to CONTRACTOR. CONTRACTOR shall secure at his own expense from other public authorities all necessary certificates, licenses, approvals and permits required in connection with the work of this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. CONTRACTOR shall pay all fees and charges incident to the due and lawful prosecution of the work of this Contract, and any extra work performed by him.

**GUARANTEE OF WORK:** Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR guarantees and warrants that all materials and equipment which are to become part of the work shall be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the Contract Documents and of any inspections, tests or approvals required by the Contract Documents, law, ordinance, rules, regulations or orders of any public authority having jurisdiction. The OWNER will give notice of observed defects with reasonable promptness.

Neither observations by Architect or Engineer nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract.

The provisions of this paragraph shall be cumulative of and not in limitation of the responsibility of CONTRACTOR for defects in the work or materials or damages resulting there from as otherwise provided by the law of the State of Texas or this Contract, including, without limitation, the implied warranty of fitness of the work and the implied obligation to perform the work in a good and workmanlike manner.

**ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:** The CONTRACTOR will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the CONTRACTOR will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The CONTRACTOR shall carry out the work in accordance with the additional detail drawings and instructions. The CONTRACTOR and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

**SHOP OR SETTING DRAWINGS:** The CONTRACTOR shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer, the CONTRACTOR must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the CONTRACTOR will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

**MATERIALS, SERVICES AND FACILITIES:** It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendents, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the OWNER.

**CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest is retained by the seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

**INSPECTION AND TESTING OF MATERIALS:** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the OWNER. The OWNER will pay for all laboratory inspection service direct, and not as a part of the Contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

**"OR EQUAL" CLAUSE:** Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the CONTRACTOR without the Architect/Engineer's written approval.

**PATENTS:** The CONTRACTOR shall hold and save the OWNER and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and or royalty fees for the use of a process which is authorized by the OWNER of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by the OWNER and not by or through the CONTRACTOR.

If the CONTRACTOR uses any design, device or materials covered by letters patent or copyright, he shall provide for such use by suitable agreement with the OWNER of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the OWNER for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**SURVEYS:** Unless otherwise expressly provided for in the Specifications, the OWNER will furnish to the CONTRACTOR all surveys necessary for the execution of the work.

**CONTRACTOR'S OBLIGATIONS:** The CONTRACTOR shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Plans and drawings covered by this Contract and any and all supplemental Plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The CONTRACTOR shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the Architect/Engineer and the OWNER.

**CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS:** (Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.00.) During the performance of this Contract, the CONTRACTOR and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

**In addition to the foregoing requirements, all nonexempt CONTRACTOR'S and Subcontractors shall furnish to the OWNER the following:**

- A stipulation by the CONTRACTOR or Subcontractor that any facility to be utilized in the performance of any nonexempt Contract or Subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency(EPA) pursuant to 40 CFR 15.20.
- Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued there under.

- A stipulation that, as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt Subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

### **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

**USE OF EXPLOSIVES:** When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe all local, state and federal laws in purchasing and handling explosives. The CONTRACTOR shall take all necessary precautions to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The CONTRACTOR shall notify all OWNER'S of public utility property of the intention to use explosives at least eight (8) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the CONTRACTOR or his Surety for damages that may be caused by such use.

### **DANGER SIGNALS AND SAFETY DEVICES:**

The CONTRACTOR shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the CONTRACTOR fails or neglects to take such precautions, the OWNER may have such lights and barricades installed and charge the cost of this work to the CONTRACTOR. Such action by the OWNER does not relieve the CONTRACTOR of any liability incurred under these Specifications or Contract.

**SUSPENSION OF WORK:** Should the OWNER be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing.

**NATIONAL HISTORIC PRESERVATION ACT OF 1966:** The CONTRACTOR agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. (Reference: National Historic Preservation Act of 1966 (80 Stat. 915, 16 U.S.C. 470) and Executive Order No. 11593 of May 31, 1971).

**REQUIRED PROVISIONS DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any

such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:** In order to protect the lives and health of his employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.

The CONTRACTOR along shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

**USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER:** The CONTRACTOR agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the OWNER, provided the OWNER:

- Secures written consent of the CONTRACTOR except in the event, in the opinion of the Architect/Engineer, the CONTRACTOR is chargeable with unwarranted delay in completing the contract requirements;
- Secures consent of the Surety;
- Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or,
- When the project consists of more than one building and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

**USE OF PREMISES AND REMOVAL OF DEBRIS:**

- To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- Before final payment to removal all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- To affect all cutting, fitting or patching of his work required to make the same to conform to the Plans and Specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other CONTRACTOR.

**QUANTITIES OF ESTIMATE:** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

**LAND AND RIGHTS-OF-WAY:** Prior to the start of construction, the OWNER shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this CONTRACT.

**CONFLICTING CONDITIONS IN CONTRACT DOCUMENTS:** The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In case of a conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement (including General Conditions), Proposal, Special Conditions (including Information to Bidders), Advertisements for Bids, Detailed Drawings, Technical Specifications, General Drawings (Plans) and Supplemental General Conditions.

**NOTICE AND SERVICE THEREOF:** Any notice to any CONTRACTOR from the OWNER relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or registered mail, to the said CONTRACTOR at his last given address or delivered in person to the said CONTRACTOR or his authorized representative on the work.

**SEPARATE CONTRACT:** The CONTRACTOR shall coordinate his operations with those of other CONTRACTORS. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The CONTRACTOR, including his Subcontractors, shall keep informed of the progress and the detail work of other CONTRACTORS and shall notify the Architect/Engineer immediately of lack of progress or effective workmanship on the part of other CONTRACTOR'S.

Failure of a CONTRACTOR to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

**SUBCONTRACTING:** The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of work which, under normal contracting practices, are performed by specialty Subcontractors.

The CONTRACTOR shall not award any work to any Subcontractor without prior written approval of the OWNER, which approval will not be given until the CONTRACTOR submits to the OWNER a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the OWNER may require.

The CONTRACTOR shall be as fully responsible to the OWNER for the acts or omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the CONTRACTOR by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any Subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

**ARCHITECT/ENGINEERS AUTHORITY:** The Architect/Engineer shall give all orders and directions contemplated under this Contract and Specifications, relative to the execution of the work.

The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineers estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

**MEANING OF INTENT:** The Architect/Engineer shall decide the meaning and intent of any portion of the Specifications and of any Plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the CONTRACTOR, under this Contract and other CONTRACTOR'S, performing work for the OWNER, shall be adjusted and determined by the Architect/Engineer.

**ASSIGNMENTS:** The CONTRACTOR shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the OWNER. In case the CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

**MUTUAL RESPONSIBILITY OF CONTRACTORS:** If, through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR or any Subcontractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or Subcontractor by agreement or arbitration if such other CONTRACTOR Subcontractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and safe harmless the OWNER against any such claim.

**ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:** The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from any obligations under this Contract or the Performance and Payment Bonds.

**PAYMENTS BY CONTRACTOR:** The CONTRACTOR shall pay (a) for all transportation and utility services no later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) cost thereof, no later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, no later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, no later than the 5th day following each payment to the CONTRACTOR, the respective amounts allowed the CONTRACTOR on account of the work performed by his Subcontractors to the extent of each Subcontractors interest therein.

**CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the CONTRACTOR shall deliver to the OWNER an estimated construction progress schedule in form satisfactory to the

OWNER, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the CONTRACTOR in accordance with the progress schedule. The CONTRACTOR shall also furnish on forms to be supplied by the OWNER (a) a detailed estimate giving a complete breakdown of the Contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

**PAYMENTS TO CONTRACTOR:** The OWNER shall make a progress payment to the CONTRACTOR on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, not later than the twentieth (20) day of each calendar month, but to insure the proper performance of the Contract, the OWNER shall retain ten percent (10%) (five percent [5%] if the total contract price exceeds \$25,000) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; Provided, that the CONTRACTOR shall submit his estimate no later than the fifth (5th) day of the month. Provided further, that on completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the OWNER to require the fulfillment of all of the terms of the Contract.

**OWNER'S Right to Withhold Certain Amounts and Make Application Thereof:** The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery (and parts thereof), equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the said CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR or his Surety. In paying any unpaid bills of the CONTRACTOR, the OWNER shall be deemed the agent of the CONTRACTOR, and any payment so made by the OWNER shall be considered as a payment made under Contract by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith. This provision shall not be construed to give rise to any third party beneficiary rights in claimants.

**CORRECTION OF WORK:** All work, all materials, whether incorporated in the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they

are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the CONTRACTOR at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the CONTRACTOR hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

**SUBSURFACE CONDITIONS FOUND DIFFERENT:** Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions and, if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes.

**CLAIMS FOR EXTRA COST:** No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order of the Architect/Engineer approved by the OWNER, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. The CONTRACTOR shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the OWNER, give the OWNER access to accounts relating thereto.

**CHANGES IN WORK:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the OWNER. Charges or credit for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- Unit bid prices previously approved.
- An agreed lump sum.
- The actual cost of:
  - 1) Labor, including foreman;
  - 2) Materials entering permanently into the work;
  - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4) Power and consumable supplies for the operation of power equipment;
  - 5) Insurance;
  - 6) Social Security and old age unemployment contributions.

**To the cost under “The actual cost” there will be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.**

**EXTRAS:** Without invalidating the Contract, the OWNER may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the OWNER or its Architect/Engineer, acting officially for the OWNER, and the price is stated in such order.

**TIME FOR COMPLETION AND LIQUIDATED DAMAGES:** It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and

the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive calendar day, including, but not limited to, all Saturdays, Sundays, and Federal, State, and City holidays and that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with any part of liquidated damages or any excess cost when the OWNER determines that any part of liquidated damages was not the fault of the CONTRACTOR and the OWNER determines that the request for extension by the CONTRACTOR is justified and due to:

- Any preference, priority or allocation order duly issued by the government;
- The following unforeseeable causes, namely: acts of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, hurricanes and tornadoes; and rainy days claimed by the CONTRACTOR; however, rainy days shall be considered only if the CONTRACTOR notifies the Engineer or OWNER on the day the CONTRACTOR claims he cannot work because of rainy weather that day. Failure to so report will eliminate any claim for time extension because of rainy weather on that day.
- Rainy weather when 60 percent of his work force cannot work for seven (7) hours or more that day because of rainy weather and providing that he has complied with the condition under 54(b).
- Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

It is also agreed that for each five (5) regular days of work lost due to any of the foregoing reasons, seven (7) calendar days will be added to the contract time (or 1.4 calendar days added for each one (1) regular day of work lost). Fractional calendar days will be rounded to the nearest whole number of days. Provided, further, that the CONTRACTOR shall, within ten (10) days from the beginning of

such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within reasonable time of its decision in the matter.

**WEATHER CONDITIONS:** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the CONTRACTOR will, and will cause his Subcontractors to protect carefully, his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the CONTRACTOR.

**PROTECTION OF WORK AND PROPERTY—EMERGENCY:** The CONTRACTOR shall at all times safely guard the OWNER'S property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The CONTRACTOR shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the OWNER, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the CONTRACTOR has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

**INSPECTION:** The authorized representatives and agents of the OWNER shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

**SUPERINTENDENTS BY CONTRACTOR:** At the site of the work, the CONTRACTOR shall employ a construction superintendent or foreman who shall have full authority to act for the CONTRACTOR. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in the capacity for the particular job involved unless he ceases to be on the CONTRACTOR'S payroll.

**FEDERAL LABOR STANDARDS PROVISIONS:** All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached hereto and incorporated herein by reference), regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the OWNER for the cashing of the same without cost or expense to the employee. For the

purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under Plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

**UNDERPAYMENTS OF WAGES OR SALARIES:** In case of underpayment of wages by the CONTRACTOR or by any Subcontractor to laborers or mechanics employed by the CONTRACTOR or Subcontractor upon the work covered by the Contract, the OWNER, in addition to such other rights as may be afforded it under this Contract, shall withhold from the CONTRACTOR, out of any payments due the CONTRACTOR, so much thereof as the OWNER may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the OWNER for and on account of the CONTRACTOR or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to Plans, funds or programs for any type of fringe benefit prescribed in the applicable wage determination.

**ANTICIPATED COSTS OF FRINGE BENEFITS:** If the CONTRACTOR does not make payments to a trustee or other third person, he may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonable anticipated in providing fringe benefits under a Plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the CONTRACTOR

must be submitted to the OWNER with the first payroll filed by the CONTRACTOR subsequent to receipt of the findings.

**OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: TITLE 40 U.S.C., SECTIONS 327-332**

Overtime Requirements: No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

Violation - Liability for Unpaid Wages Liquidated Damages. The CONTRACTOR and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations in the sum of Ten Dollars (\$10.00) for each calendar day on which such employee was required or permitted to work in excess of forty (40) hours without payment of the overtime wages required.

Withholding for Liquidated Damages: The OWNER shall withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or Subcontractor such sums as

may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for liquidated damages.

**EMPLOYMENT OF APPRENTICES/TRAINEES:** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his first ninety (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 in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate and is not a trainee or is not registered or otherwise employed, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The CONTRACTOR or Subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction prior to using any apprentices on the Contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

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, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate, and is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training, shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The CONTRACTOR or Subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

**Equal Employment Opportunity:** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246. as amended and Title 29 CFR Part 30.

**EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

**EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION:** Unlisted classifications needed for work not included within the scope of the classifications listed in the wage determination in this Contract may be added after award only as provided in the labor standards contract clauses (Title 29 CFR, 5.5 (a) (1) (ii).

**FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES:** The OWNER shall require, 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 wage rate and the CONTRACTOR is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the OWNER, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

**POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS:** The applicable wage poster and the applicable wage determination decisions with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

**COMPLAINTS, PROCEEDINGS OR TESTIMONY BY EMPLOYEES:** No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the CONTRACTOR or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**CLAIMS AND DISPUTES PERTAINING TO WAGE RATES:** Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the CONTRACTOR in writing to the OWNER for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

**QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS:** All questions arising under this Contract which relate to the application or interpretation of (a) the Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent federal statute, shall be referred, through the OWNER and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

**PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTOR:** The CONTRACTOR and each Subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the OWNER. The CONTRACTOR shall submit weekly to the OWNER one certified copy of all payrolls of the CONTRACTOR and of the Subcontractors, it being understood that the CONTRACTOR shall be responsible for the submission of copies of payrolls of all Subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the CONTRACTOR and each Subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. Such payrolls and basic payroll records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. In addition, whenever the Secretary of Labor has found, under Section 5.5(a)

(1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the CONTRACTOR or Subcontractor 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 will maintain records which show the costs anticipated or the actual cost incurred in providing such benefits. The CONTRACTOR and Subcontractor shall make his employment records, with respect to persons employed by him upon the work covered by this Contract, available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the OWNER and the United States Department of Labor. Such representatives shall be permitted to interview employees of the CONTRACTOR or of any Subcontractors during working hours on the job.

**SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES:** The transporting of materials and supplies to or from the site of the project or program to which the Contract pertains by the employees of the CONTRACTOR or of any Subcontractor and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the project or program to which this Contract pertains by persons employed by the CONTRACTOR or by any Subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, shall be deemed to be work to which these Federal Labor Standards Provisions are applicable.

**INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the OWNER'S prior written approval of the Subcontractor. The OWNER will not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or the Secretary of Housing and Urban Development to receive an award of such Subcontract.

**PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS:** The CONTRACTOR shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the Subcontractors to include such provisions in any lower tier Subcontracts which they may enter into, together with a clause requiring such insertion in any further Subcontracts that may in turn be made.

**BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS:** In addition to the causes for termination of this Contract as herein elsewhere set forth, the OWNER reserves the right to terminate this Contract if the CONTRACTOR or any Subcontractor, whose Subcontract covers any of the work covered by this Contract, shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

**EMPLOYMENT PRACTICES:** The CONTRACTOR (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction Subcontract.

**CONTRACT TERMINATION; DEBARMENT:** A breach of Section 45 and the Federal Labor Standards Provisions may be grounds for termination of the Contract and for debarment as provided in Title 29 CFR 5.6.

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES:** Whomever, by force, intimidation or threat of procuring dismissal from employment or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion or repair of any public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under this Contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.

The Secretary of Labor shall make reasonable regulations for CONTRACTOR'S and Subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements. Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations follow in Section 79.

**LABOR-TITLE 29 CFR PART 3:** This part prescribes "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any Contract which is subject to federal wage standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. This part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g. the College Housing Act of 1950, the Federal Water Pollution Control Act and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. This part details the obligation of CONTRACTOR'S and Subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby, sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work and delineates the methods of payment permissible on such work.

**SECTION 3.2 DEFINITIONS AS USED IN THIS PART:** The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing or materials or servicing and maintenance work. The terms include without limitation, buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a federal or state agency acquires title to such materials, articles, supplies or equipment during the course of the manufacture or furnishing or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

The terms "construction", "prosecution", "completion" or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work by persons employed at the site by the CONTRACTOR or Subcontractor.

The terms "public building" or "public works" include building or work for whose construction, prosecution, completion or repair, as defined above, a federal agency is a contracting party, regardless of whether title thereof is in a federal agency.

The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution completion or repair, as defined as above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a federal agency. The term does not include building or work for which federal assistance is limited solely to loan guarantees or insurance.

Every person paid by a CONTRACTOR or Subcontractor in any manner for his labor in the construction, prosecution, completion or repair of any public buildings, or public works or buildings or works financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

The term "any affiliated person" includes a spouse, child, parent or other close relative of the CONTRACTOR or Subcontractor; a partner or officer of the CONTRACTOR or Subcontractor; a corporation closely connected with the CONTRACTOR or Subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

The term "federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock which is beneficially owned by the United States, by the District of Columbia or any of the foregoing departments, establishments, agencies and instrumentalities.

**WEEKLY STATEMENT WITH RESPECT TO PAYMENT OF WAGES:** As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

Each CONTRACTOR or Subcontractor engaged in the construction, prosecution, completion or repair of any public buildings, or public works, or buildings or works financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the CONTRACTOR or Subcontractor or by an authorized officer or employee of the CONTRACTOR or Subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance", or on identical form on the back of WH 347, "Payroll (for CONTRACTOR'S Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the government contracting or sponsoring agency and copies of these forms may be purchased at the Government Printing Office.

The requirements of this section shall not apply to any Contract for Two Thousand Dollars (\$2,000) or less.

Upon a written finding by the head of a federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

**SUBMISSION OF WEEKLY STATEMENTS AND THE PRESERVATION AND INSPECTION OF WEEKLY PAYROLL RECORDS:** Each weekly required statement shall be

delivered by the CONTRACTOR or Subcontractor, within seven (7) days after the regular payment date of the payroll period, to a representative of OWNER in charge at the site of the building or work or, if there is no representative of OWNER at the site of the building or work, the statement shall be mailed by the CONTRACTOR or Subcontractor, within such time, to the OWNER. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available and shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

Each CONTRACTOR or Subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative and by an authorized representative of the Department of Labor.

**PAYROLL DEDUCTIONS PERMISSIBLE WITHOUT APPLICATION TO OR APPROVAL OF THE SECRETARY OF LABOR:** Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

Any deduction made in compliance with the requirements of federal, state or local law, such as federal or state withholding income taxes and federal social security tax.

Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the CONTRACTOR, Subcontractor or any affiliated person, or when collusion or collaboration exists.

Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the CONTRACTOR or Subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained directly or indirectly, by the CONTRACTOR or Subcontractor or any affiliated person in the form of commission, dividend or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

Any deduction requested by the employee to enable him to repay loans to, or to purchase shares in credit unions organized and operated in accordance with federal and state credit union statutes.

Any deduction voluntarily authorized by the employee for the making of contributions.

Any deductions voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds and similar charitable organizations.

Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the CONTRACTOR or Subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

Any deduction not more than for the "reasonable cost" of board, lodging or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required shall be kept.

**PAYROLL DEDUCTIONS PERMISSIBLE WITH THE APPROVAL OF THE SECRETARY OF LABOR:** Any CONTRACTOR or Subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted. The Secretary may grant permission whenever he finds that:

The CONTRACTOR, Subcontractor or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;

**THE DEDUCTION IS NOT OTHERWISE PROHIBITED BY LAW:** The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the CONTRACTOR or Subcontractor and representatives of its employees;

The deduction serves the convenience and interest of the employee.

**APPLICATIONS FOR THE APPROVAL OF THE SECRETARY OF LABOR:** Any application for the making of payroll deductions shall comply with the requirements prescribed in the following paragraphs of this section:

The application shall be in writing and shall be addressed to the Secretary of Labor.

The application shall identify the Contract or Contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified Contracts, except upon a showing of exceptional circumstances.

The application shall state affirmatively that there is compliance with the standards required by law. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**SECTION 3.8 ACTION BY THE SECRETARY OF LABOR UPON APPLICATIONS:** The Secretary of Labor shall decide whether or not the requested deduction is permissible and shall notify the applicant in writing of his decision.

**PROHIBITED PAYROLL DEDUCTIONS:** Deductions not elsewhere provided for by this part and which are not found to be permissible are prohibited.

**METHODS OF PAYMENT OF WAGES:** The payment of wages shall be by cash, negotiable instruments payable on demand or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**REGULATIONS PART OF CONTRACT:** All Contracts made with respect to the construction, prosecution, completion or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the CONTRACTOR or Subcontractor to comply with such of the regulations in this part as may be applicable

**EQUAL OPPORTUNITY PROVISIONS (E.O. 11246):** Activities and Contracts Subject to Executive Order 11246, as Amended (applicable to federally-assisted construction contracts and related subcontracts under Ten Thousand Dollars (\$10,000)): During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment 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: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided Contracting Officer setting forth the provisions of this nondiscrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

CONTRACTOR'S shall incorporate foregoing requirements in all Subcontracts.

Contracts Subject to Executive Order 11246, as Amended (applicable to federally-assisted construction contracts and related subcontracts exceeding Ten Thousand Dollars (\$10,000)): During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

The CONTRACTOR will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further government CONTRACTOR'S or federally assisted construction Contract in accordance with procedures authorized 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.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contracts/subcontracts exceeding Ten Thousand Dollars (\$10,000)).

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for Construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Contract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is Port Arthur, Jefferson County, Texas.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) **As used in these Specifications:**

**"Covered area"** means the geographical area described in the solicitation from which this contract resulted;

**"Director"** means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

**"Employer identification number"** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**"Minority"** includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia the Indian Subcontinent or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American maintaining identifiable tribal affiliations through membership and participation or community identification).

Whenever the CONTRACTOR, or any subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically included in each Subcontract in excess of \$10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

If the CONTRACTOR is participating (pursuant to Title 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR'S must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTOR'S or Subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The CONTRACTOR shall take specific affirmative actions to ensure equal opportunity. The evaluation of the CONTRACTOR'S compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative ACTION steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available and maintain a record of the organizations responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

Provide immediate written notifications to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR'S efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor.

Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTOR'S and Subcontractors with whom the CONTRACTOR does or anticipates doing business.

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the election process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S work force.

Validate all tests and other selection requirements where there is an obligation to do so under Title 41 CFR Part 60-3.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under the Specifications are being carried out.

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction CONTRACTOR'S and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.

CONTRACTOR'S are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a CONTRACTOR association, joint CONTRACTOR and union, CONTRACTOR and community or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the

program are reflected in the CONTRACTOR'S minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR'S non-compliance.

A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is under utilized).

The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from government Contracts pursuant to Executive Order 11246.

The CONTRACTOR shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

The CONTRACTOR, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTOR'S shall not be required to maintain separate records.

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

**SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES:** During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u)), as amended, the HUD regulations issued pursuant thereto at Title 24 CFR Part 135 and any applicable rules and orders of HUD issued there under.

The "Section 3 clause" set forth in Title 24 CFR 135.20(b) shall form part of this Contract as set forth in paragraph 1 of the General Conditions, "Contract and Contract Documents".

CONTRACTOR'S shall incorporate the Section 3 clause shown below and the foregoing requirements in all Subcontracts.

Section 3 clause as set forth in Title 24 CFR 135.20(b):

The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in Title 24 CFR 135 and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The CONTRACTOR will include this Section 3 clause in every Subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, Title 24 CFR 135. The CONTRACTOR will not Subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 CFR 135 and will not let any Subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in Title 24 CFR 135 and all applicable rules and orders of the Department issued there under prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall be subject the applicant or recipient, or its CONTRACTOR'S and Subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which federal assistance is provided and to such sanctions as are specified by Title 24 CFR 135.

**CIVIL RIGHTS ACT OF 1964:** Under Chapter 106 of the Civil Practice & Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the ground of race, color, national origin, sex, age

or handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity of the City.

**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**INDEMNIFICATION:** The CONTRACTOR shall defend, indemnify, and hold harmless the OWNER and the Engineer and their respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

Is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Specifications, or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

**DELAYS:** The CONTRACTOR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CONTRACTOR is caused by the failure of the CITY to provide information or material, if any, which is to be furnished by the CITY. When such extra compensation is claimed, a written statement thereof shall be presented by the CONTRACTOR to the Engineer and, if by him found correct, shall be approved and referred by him to the Council for final approval or disapproval; and the action thereon by the Council shall be final and binding. If delay is caused by specific orders given by the Engineers to stop work, of by the performance of extra work, or by the failure of the CITY to provide material or necessary instructions for carrying on the work, then such delay will entitle the CONTRACTOR to an equivalent extension of time, his application for which shall, however, be subject to the approval of the City Council; and no such extension of time shall release the CONTRACTOR or the Surety on his performance bond from all his obligations hereunder which shall remain in full force until the discharge of the Contract.

**MAINTENANCE OF WORK:** After approval of final payment and prior to expiration of one (1) year after date of Substantial Completion or such longer period as may be prescribed by law or by any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with the OWNER'S written instructions, correct such defective work. If CONTRACTOR does not promptly comply with such instructions, OWNER may have such defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

**ANTITRUST:** CONTRACTOR hereby assigns to OWNER any and all claims for overcharges associated with this Contract which arise under the anti- trust laws of the United States, 15 U.S.C.A. Sec. 1, et seq. (1973).

**WAGES & SALARIES:** Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

**DELAY, DISRUPTION OR OTHER CLAIMS:** Any claim by the CONTRACTOR for delay, disruption or any other claim shall be based on a written notice delivered to the CITY and to the ENGINEER promptly (but in no case later than ten (10) calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) calendar days of delivering said notice, the CONTRACTOR shall deliver to the CITY and to the ENGINEER notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the CONTRACTOR shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses and impact of the claim event. The CONTRACTOR'S failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

## **LABOR CLASSIFICATION AND MINIMUM WAGE SCALE**

General Decision Number: TX130056 01/08/2016 TX56

Superseded General Decision Number: TX20120056

State: Texas

Construction Types: 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, and railroad construction, bascule, suspension & spandrel arch bridges, bridges designed for commercial navigation, bridges involving marine construction, other major bridges).

	<b>Rates</b>	<b>Fringes</b>
CEMENT MASON/CONCRETE FINISHER Paving and Structures	\$12.98	
ELECTRICIAN	\$27.11	

**FORM BUILDER/FORM SETTER**

Paving & Curb	\$12.34
Structures	\$12.23

**LABORER**

Asphalt Raker	\$12.36
Flagger	\$10.33
Laborer, Common	\$11.02
Laborer, Utility	\$11.73
Pipelayer	\$12.12
Work Zone Barricade Servicer	\$11.67

PAINTER (Structures)	\$18.62
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**POWER EQUIPMENT OPERATOR:**

Asphalt Distributor Operator	\$14.06
Asphalt Paving Machine	\$14.32
Broom or Sweeper Operator	\$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
Piledriverman	\$14.95
Roller , Asphalt	\$11.95
Roller , Other	\$11.57
Scraper	\$13.47
Spreader Box	\$13.58

Servicer	\$13.97
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Steel Worker	
Reinforcing Steel	\$15.15
Structural Steel Welder	\$12.85

Structural Steel	\$14.39
<b>TRUCK DRIVER</b>	
Low Boy Float	\$16.03
Single Axle	\$11.46
Single or Tandem Axle Dump	\$11.48
Trailer	\$12.27

WELDERS -Receive rate prescribed for craft performing operation to which welding is incidental.

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 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)).

In the listing above, the "SUV designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

**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.

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

**GENERAL:** Article 5159a of the Revised Civil Statutes of Texas, passed by the 43rd Legislature Acts of 1933, page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the Contract for construction of Public Works the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Article further provides that the CONTRACTOR shall forfeit, as a penalty, to the CITY, County, or State, or other political subdivision, Ten Dollars (\$10.00) per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up on the wage scale. The OWNER is authorized to withhold from the CONTRACTOR, after full investigation by the awarding body, the amount of this penalty in any payment that might be claimed by the CONTRACTOR responsible for the acts of the Subcontractor in this respect.

The Article likewise requires that the CONTRACTOR and Subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker, and these records are open to the inspection of the OWNER.

**SLIP-FORM PLACEMENT CONTRACT:** The Contractor shall furnish all labor, supervision and equipment to complete the placement of Slip-form surface on designated street projects in the City of Port Arthur, as well as all incidental items required to complete the work. The City shall provide all necessary materials for the work. Work shall be in accordance with these Technical Specifications and drawings, and the duration of the contract shall be for one (1) calendar year from the date of award. The City has the option to renew for two additional one-year periods.