

AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR

4600012920  
2014-0965

**Owner:** THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas  
77002 (the City)

**Contractor:** Main Lane Industries, Ltd.

**Address:** 6902 Flintlock

**Project No.:** S50-C25106

**The Project Title:** Work Order Contract for Concrete Panel Replacement for  
Residential Streets for the Public Works and Engineering  
Department

**The Project Location:** City Wide

**The City Engineer is:** N/A  
(Address for Written Notice) 900 Bagby Street, Houston, Texas 77002

**The Architect/Engineer is:**  
(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1  
WORK OF THIS CONTRACT

- 1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at anytime under the Contract or no Work Orders may be issued under the Contract.

ARTICLE 2  
CONTRACT TERM AND CONTRACT TIME

- 2.1 The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed and shall continue for a **three-year initial period. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for one successive one-year term on the same terms and conditions.** If the Director of the City Department elects not to renew this Agreement, the City Purchasing Agent or designee shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.
- 2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.
- 2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.
- 2.4 Contract Term shall not exceed three years, except as otherwise provided herein. During this time, the City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which the Contractor must achieve Substantial Completion.

- 2.5 Should the Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

**ARTICLE 3  
THE CONTRACT PRICE**

- 3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.
- 3.2 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 3.3 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$333,000.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 3.4 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

**By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.**

\$ \_\_\_\_\_

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.7 The Contract Amount, for those unit price items of Work listed in the Fees and Costs Schedule (Exhibit "H") for Concrete Panel Replacement for Residential Streets is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

**ARTICLE 4  
PAYMENTS**

- 4.1 The City shall make progress payments to the Contractor in accordance with the Contract Price included in the Work Order as provided in this Article 4 and elsewhere in the Contract Documents.
- 4.2 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.
- 4.3 Final payment, constituting the entire unpaid balance of the Contract Price due under the Work Order, shall be made by the City to the Contractor as provided in the General Conditions.

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

- 5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.
- 5.3 The Work may be suspended by the City as provided in the General Conditions.

**ARTICLE 6  
ENUMERATION OF CONTRACT DOCUMENTS**

- 6.1 The basis for this Agreement is this executed Agreement Between the City of Houston and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article.
- 6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS STATED IN PARAGRAPH 3.24.**
- 6.3 The Supplementary Conditions of the Contract are those stated in Document 00800.
- 6.4 The Specifications.
- 6.5 Reserved
- 6.6 The Addenda, issued separately, which applied to Contract Documents, if any, are as follows:  
*(Addenda issued in all letters of clarification have been incorporated into the final document)*
- 6.7 Attachments to this Agreement are as follows:

<u>Documents</u>	<u>Title</u>
EXHIBIT A.	DEFINITIONS
EXHIBIT B	SCOPE OF WORK/TECHNICAL SPECIFICATIONS
EXHIBIT B-1	WAGE SCALE FOR ENGINEERING CONSTRUCTION
EXHIBIT C	EQUAL EMPLOYMENT OPPORTUNITY
EXHIBIT D	MWBE SUBCONTRACT TERMS
EXHIBIT DD	M/WBE UTILIZATION REPORT
EXHIBIT E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT H	FEES AND COSTS
EXHIBIT I	CITY'S CONTRACTORS PAY OR PLAY PROGRAM
EXHIBIT J	PERFORMANCE BOND
EXHIBIT K	ONE-YEAR MAINTENACE BOND
EXHIBIT L	STATUTORY PAYMENT BOND
EXHIBIT M	CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700
EXHIBIT N	CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800

This Agreement is effective as of the date of countersignature by the City Controller.

**Main Lane Industries, Ltd.:**  
**CONTRACTOR:**

(If Joint Venture)

By: [Signature]  
Name: ANTHONY COLOMBO  
Title: PRESIDENT  
Date: SEPT. 17, 2014  
Federal I.D. No. 54-2073440

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

**CITY OF HOUSTON, TEXAS**

APPROVED:

SIGNED:

By: [Signature]  
[City Purchasing Agent]

By: [Signature]  
[Mayor]  
[Signature]

ATTEST/SEAL:

COUNTERSIGNED:

By: [Signature]  
[City Secretary]

By: [Signature]  
[City Controller]

Date Countersigned:

11-6-14

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

10-16-14  
Date

[Signature]  
Legal Assistant

## **EXHIBIT "A"** **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Term" is defined in Article 2.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

**EXHIBIT "B"**  
**PART I**  
**SCOPE OF WORK**  
**FOR**  
**CONCRETE PANEL REPLACEMENT FOR RESIDENTIAL STREETS**

**PART ONE - GENERAL**

**1.0 PROJECT SUMMARY:**

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, safety, insurance, transportation, and permits necessary for concrete panel replacement for residential streets and shall be required to comply with all the City of Houston Building Codes, City of Houston Construction Standard Specifications and Construction Standard Details or their latest revision.
- 1.2 The project shall include driveways, wheelchair ramps, walkways, and street paving.
  - 1.2.1 The Contractor shall provide all Detectable Warning Devices during the construction of wheel chair ramps.
- 1.3 The project shall be constructed in accordance with the Technical Specification and the referenced Sections of the City of Houston Construction Standard Specifications and/or the referenced Details of the City of Houston Construction Standard Construction Details.
- 1.4 The work will be completed at various locations throughout the city, spanning the term of this contract. The Contractor shall be required to perform single panel replacement at selected locations.
- 1.5 The User Department Representative will provide drawings and approximate measurements to the Contractor.
- 1.6 The Contractor shall be responsible for the following:
  - 1.6.1 Reviewing assigned proposed plans.
  - 1.6.2 Verifying all measurements and quantities.
  - 1.6.3 Notifying department of any discrepancy.
  - 1.6.4 Providing a written proposal utilizing all applicable bid items for the required work.
  - 1.6.5 Providing a street surveyor, which would ensure locations are repaired adequately, allowing water to properly flow to the existing inlet.
  - 1.6.6 Field notes of each location should be made available to the User Department Representative.
- 1.7 If there is a conflict or discrepancy between the proposed field measurements and the other data, it is the Contractor's responsibility to notify the User Department Representative of such conflict or discrepancy with supporting calculation prior to commencing work on an assigned project. Any additional cost incurred after work commenced shall be at the expense of the Contractor.
- 1.8 There will be no mobilization item for this project, which is incidental to each work order to be issued at different site(s) upon the needs of the City maintenance requirement.

- 1.9 Projects undertaken under the scope of this contract will NOT require an Engineer's seal.
- 1.10 City of Houston to provide personnel for water on/off services within a reasonable time frame from receipt of request from contractor. Contractor shall call City of Houston Central Operation Section (COS) at 832.395.4600 during emergency situation.
- 1.11 City of Houston will **NOT** provide inlets, manholes, and water valves as required by the Contractor to complete adjustments/repairs.

## **2.0 WORKSHOP:**

- 2.1 All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.
- 2.2 All work shall be performed and completed using the latest standard industrial practices, notwithstanding any omissions from these specifications or drawings.
- 2.3 The concrete work shall conform to latest edition of ACI, ASTM Building Codes, City Ordinances, and all other applicable construction codes, specifications and details.
- 2.4 All materials furnished and all work performed under this contract must be satisfactory to the User Department Representative.
- 2.5 The Contractor shall be required to remove all materials from the work site that do not conform to the applicable codes and shall replace them with materials that conform to the applicable codes.
- 2.6 The Contractor shall immediately correct any deficiencies discovered during work or after completion.

## **3.0 SAFETY AND FACILITY SECURITY:**

- 3.1 The Contractor shall be required to submit the Hazard Communication Program/Contract Compliance form (*see sample document "ADDENDUM A" on Page No. 29 of 50*) and all associated documentation to the User Department Representative WITH EACH WORK ORDER.
- 3.2 All work shall be performed between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by City Council not included.)
  - 3.2.1 Work shall not be performed in front or near schools during peak hours allowing a constant flow of traffic to the area.
- 3.3 The Contractor shall be responsible for ensuring a safe work environment in accordance with rules and regulations of O.S.H.A., TCEQ and other governmental agencies for all persons entering the work area, i.e. traffic cones or traffic signs for street construction and others applicable.
- 3.4 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plate shall be left in place.
- 3.5 All safety equipment used for the Project will be incidental to the unit price of the specified work.
- 3.6 Personnel utilized as Flaggers must be certified through a local or state agency.

**4.0 PERMITS:**

- 4.1 It is the Contractor's responsibility to obtain all necessary permits and pay all associated fees.

**5.0 COMPLETION OF WORK ORDERS:**

- 5.1 The Contractor shall be required to notify the User Department Representative before the initiation of the project.
- 5.1.1 City personnel shall be authorized to observe all materials and work performed.
- 5.1.2 Such observation will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of these specifications.
- 5.2 All concrete work shall be completed within the time and procedure schedule as specified in the work order (generally twenty-one (21) days from issuance of the work order).
- 5.3 Any extension of the original completion date must be with the prior approval of the User Department Representative.
- 5.4 Any deficiency listed by the City representative shall be corrected before final acceptance of the work for each work order is granted and invoicing is approved for payment.

**6.0 LIABILITY:**

- 6.1 All work shall be accomplished in such a manner as to prevent damage to the City of Houston facilities, equipment, roads, grounds, utilities, processes, etc., or to any other existing utilities.
- 6.2 The Contractor shall be liable for any damage to electrical, water, gas, etc. which occurs during the performance of work under this contract.
- 6.3 When such damage is due to the failure of the Contractor to take precautionary actions, or to exercise sound judgment, or fail to utilize proven construction practices, the Contractor shall restore, repair, or replace equipment.
- 6.3.1 The restoration, repair or replacement shall be to a state that it had been before the damage occurred without additional charge to the City of Houston.
- 6.4 No additional compensation for repairs will be allowed.
- 6.5 If necessary, actual costs of repairs, or replacement, may be withheld from contract payment by the City of Houston or the Contractor may issue a credit payment to the city.

**7.0 SITE CLEAN UP/Refuse Disposal:**

- 7.1 All rubbish and debris of every type, kind and nature resulting from the Contractor's activities shall be cleaned during the duration of the project/repair. Debris removed from the project/worksite shall be delivered to a dumping location designated by the User Department Representative.
- 7.1.1 All ruts and depressions resulting from the Contractor's operations shall be filled in and leveled off to facilitate mowing the site.
- 7.1.2 Upon completion of the Contractor's work, including site cleanup, the area shall be returned to the same or better condition.

7.1.3 No separate payment will be made for cleanup and debris removal as described above.

**8.0 WARRANTY:**

- 8.1 A warranty of one (1) year minimum shall be provided for both materials and workmanship.
- 8.2 The warranty period shall commence on the date the City of Houston officially accepts the completed work at each site.
- 8.3 Any warranty work is to be completed without cost to the City within ten (10) calendar days after written notification of a service problem.

**9.0 TERMINATION OF CONTRACT:**

- 9.1 This Contract may be terminated by the City at its option, upon thirty (30) days' notice in writing, if the materials, equipment / or services furnished do not conform to the standard(s) set forth herein; or if the deliveries and servicing of this Contract do not conform with the requirements detailed.

**PART TWO - TECHNICAL SPECIFICATIONS:**

**1.0 GENERAL CONDITIONS:**

- 1.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications/Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.
- 1.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications is attached, as well as the Construction Detail(s) is attached. It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.
- 1.3 All wheelchair ramps must comply with current American with Disabilities Act (ADA) requirements, Standards for Accessible Design, Title III regulations 28 CFR Part 36, revised September 15, 2010, located at the following website. [www.usdoj.gov/crt/stdspdf.htm](http://www.usdoj.gov/crt/stdspdf.htm).

**2.0 SEQUENCE OF WORK ORDER EXECUTION:**

- 2.1 The User Department Representative will issue a drawing sketch and total cost estimation to the Contractor for their estimation of the complete scope of work required for completion of the project.
- 2.2 The Contractor must respond with their construction cost quotation within three (3) working days after receiving the drawing sketch and cost estimation from the department. The quotation must include a breakdown by fee schedule line item of each service to be provided, the quantity, and the total cost for that line.
  - 2.2.1 The Contractor shall be required to submit a completed Hazard Communication Program/Contractor Compliance Form with each cost quotation. (See sample document "ADDENDUM A" on Page No. 29 of 50)

- 2.3 If the Contractor's construction cost quotation is acceptable, the User Department Representative will issue a Work Order authorizing the Contractor to perform work at the site.
- 2.3.1 The schedule of project will be coordinated with City of Houston User Department Representative so as not to interfere with City of Houston Public Utilities Operations.
- 2.3.2 The Contractor will not commence work on the project until the User Department Representative has approved the submitted schedule of work. Issuance of the Work Order is not sufficient to begin work. The Contractor must also obtain approval of the schedule of work prior to mobilization to the site.
- 2.4 The Contractor shall be required to start the construction within thirty (30) working days after the Work Order is issued. The specified response time includes the time required for building inspection, underground utility lines staking and material requisition. However, the Contractor agrees to start a specified construction work within five (5) working days or less if an emergency condition exists.
- 2.5 EXISTING UTILITIES:
- 2.5.1 It is the responsibility of the Contractor to contact all utility companies to field mark their underground lines in the area of the proposed concrete work prior to construction.
- 2.5.2 If a utility in an existing building is to be interrupted due to alteration work, the scheduled interruption must be coordinated with and be approved by the City of Houston User Department Representative at least three (3) working days before the proposed construction.

**3.0 PRICING ADJUSTMENTS:**

- 3.1 The contract prices shall not be adjusted during the entire term of the contract.

**4.0 PERFORMANCE BOND AND PAYMENT BOND:**

The Contractor(s) shall be required to provide a Performance and Payment Bond ***in the amount of (100%) of the annual Contract amount*** if the award is in excess of \$25,000.00. The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10<sup>th</sup>) day following the day the bidder receives notice from the City.

**5.0 MAINTENANCE BOND:**

The Contractor shall furnish a Maintenance Bond ***in the amount of (100%) of the annual Contract amount*** in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

**6.0 MWBE COMPLIANCE:**

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% MBE and 7% WBE of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D".

**7.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:**

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston.

**8.0 GENERAL CONDITIONS:**

8.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications / Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.

8.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications is attached, as well as the Construction Detail(s) is attached. It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.

**9.0 POST AWARD MEETING:**

9.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the successful Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

**10.0 CONTRACT COMPLIANCE:**

10.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

10.2 Monitoring may take the form of, but not necessarily limited to:

10.2.1 Site visits

10.2.2 Review of deliveries received for accuracy and timeliness

10.2.3 Review of contractor's invoices for accuracy

10.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section

**11.0 ADDITIONS & DELETIONS:**

11.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore, will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**12.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

12.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

**13.0 INTERLOCAL AGREEMENT:**

13.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

**14.0 WARRANTY OF SERVICES:**

14.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the Street and Drainage Division (SDD) Representative and/or CTR by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.

14.2 "Correction" as used in this clause, means the elimination of a defect.

14.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

14.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the

same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

- 14.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**END OF SECTION**

**TECHNICAL SPECIFICATIONS  
PART II**

**All Documents and Sections that are not visible in the Technical Specifications can be viewed from  
the following Public Works and Engineering web link:**

**<http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>**

City of Houston Standard Specifications

For

WORK ORDER CONTRACT FOR CONCRETE PANEL REPLACEMENT FOR RESIDENTIAL STREETS

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Document Title: The following standard specifications are included in the bid package:

**DIVISION 1 – GENERAL REQUIREMENTS**

- 01110 Summary of Work
- 01145 Use of Premises
- 01255 Change Order Procedures
- 01270 Measurement and Payment
- 01312 Coordination and Meetings
- 01325 Construction Photographs
- 01330 Construction Schedule
- 01422 Submittal Procedures
- 01450 Reference Standards
- 01452 Inspection Services
- 01454 Testing Laboratory Services
- 01555 Traffic Control and Regulation
- 01576 Waste Material Disposal: See Part Three - Execution, below.**
- 01610 Basic Product Requirement
- 01725 Field Surveying
- 01770 Closeout Procedures
- 01785 Project Record Documents

***The average thickness of asphalt and sub-base is eight inches.***

***The average thickness of saw cutting is six inches.***

***The average void thickness of mud-jacking is two inches.***

**Section 01576  
Waste Material Disposal**

**Part Three – Execution:**

**3.1 Salvageable Material**

- 3.1.1 Excavated Material: All load, haul and deposited excavated material at any location should be taken to a disposal location designated by the Contract Technical Representative.
- 3.1.2 Base, Surface, and Bedding Material: Load shell, gravel, bituminous, or other base and surfacing material designated for salvage should be loaded into Dump trucks able to haul a minimum capacity of 12-14 Tons.
- 3.1.3 Pipe Culvert: Culverts designated for salvage should be loaded into Dump trucks able to haul a minimum capacity of 12-14 Tons.

## DIVISION 2 – SITE WORK

(PWE web link)

<http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>

- 02086 Adjusting Manholes, Inlets, and Valve Boxes to Grade
- 02221 Removing Existing Pavements and Structures
- 02317 Backfill for Pavement Repair
- 02320 Backfill
- 02632 Cast-in-place Headwalls
- 02711 Hot-mix Asphalt Base Course
- 02712 Cement Stabilized Base Course
- 02741 Hot-mix Asphalt Concrete Pavement
- 02743 Tack Coat
- 02751 Concrete Paving
- 02752 Concrete Pavement Joints
- 02753 Concrete Pavement Curing
- 02754 Concrete Driveways
- 02771 Curb, Curb and Gutter, and Headers
- 02775 Concrete Sidewalks
- 02911 Topsoil
- 2922 Sodding
- 2923 02952 Mudjacking (Slabjacking) Rigid Pavement
- 2924 02954 Sawed Joints

**END OF SECTION**

# STANDARD DRAWINGS FOR CONCRETE PANEL REPLACEMENT FOR RESIDENTIAL STREETS

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This is a Work Order contract. Additional drawings may be provided to the Contractor with each Work Order, and at that time will become part of the Contract Documents.

### Sheet Number Drawing - Title

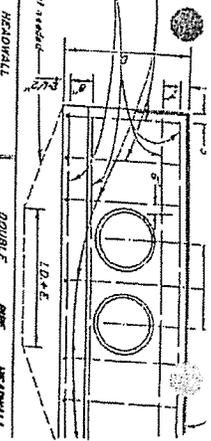
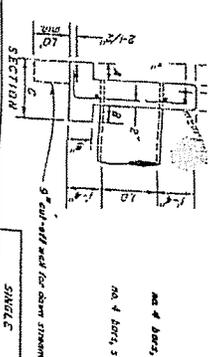
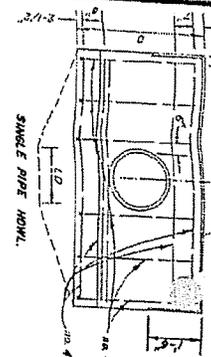
547-S	Concrete Headwalls Details (Attachment A)
02751-01	Concrete Pavement Details
02754-01	Driveway Details (Streets with Curbs)
02754-02	Driveway Details (Open Ditches)
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2902-01	Pavement Repair Detail
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TXDOT PED-05 (2)	Detectable Warnings
TXDOT PED-05 (3)	Sidewalks
TXDOT PED-05 (4)	Intersection Layouts

# Drawing 547-S

**LOCAL SECTIONS FOR:  
STRAIGHT, "L", AND "U" TYPE  
INFORCED CONCRETE  
HEADWALLS**

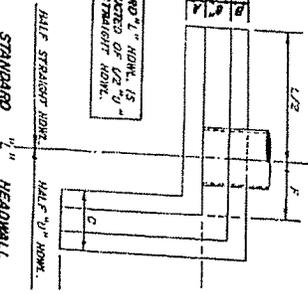
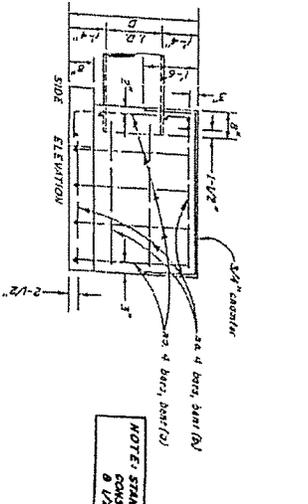
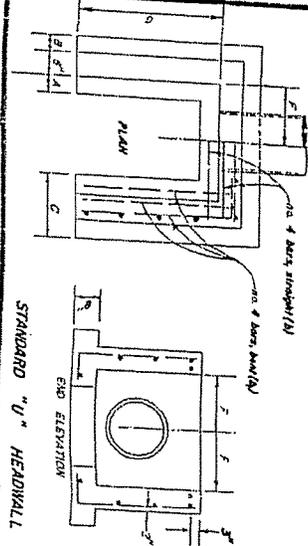
DEPARTMENT OF PUBLIC WORKS  
APPROVALS  
ASST. DIRECTOR OF PUBLIC WORKS  
DESIGNED BY: A.H.D.  
DRAWN BY: B.G.D.  
SHEET NO. 1 OF 1 SHEETS  
DWG. NO.

DATE: December 7, 1978  
SCALE: None  
SHEET: Montgomery



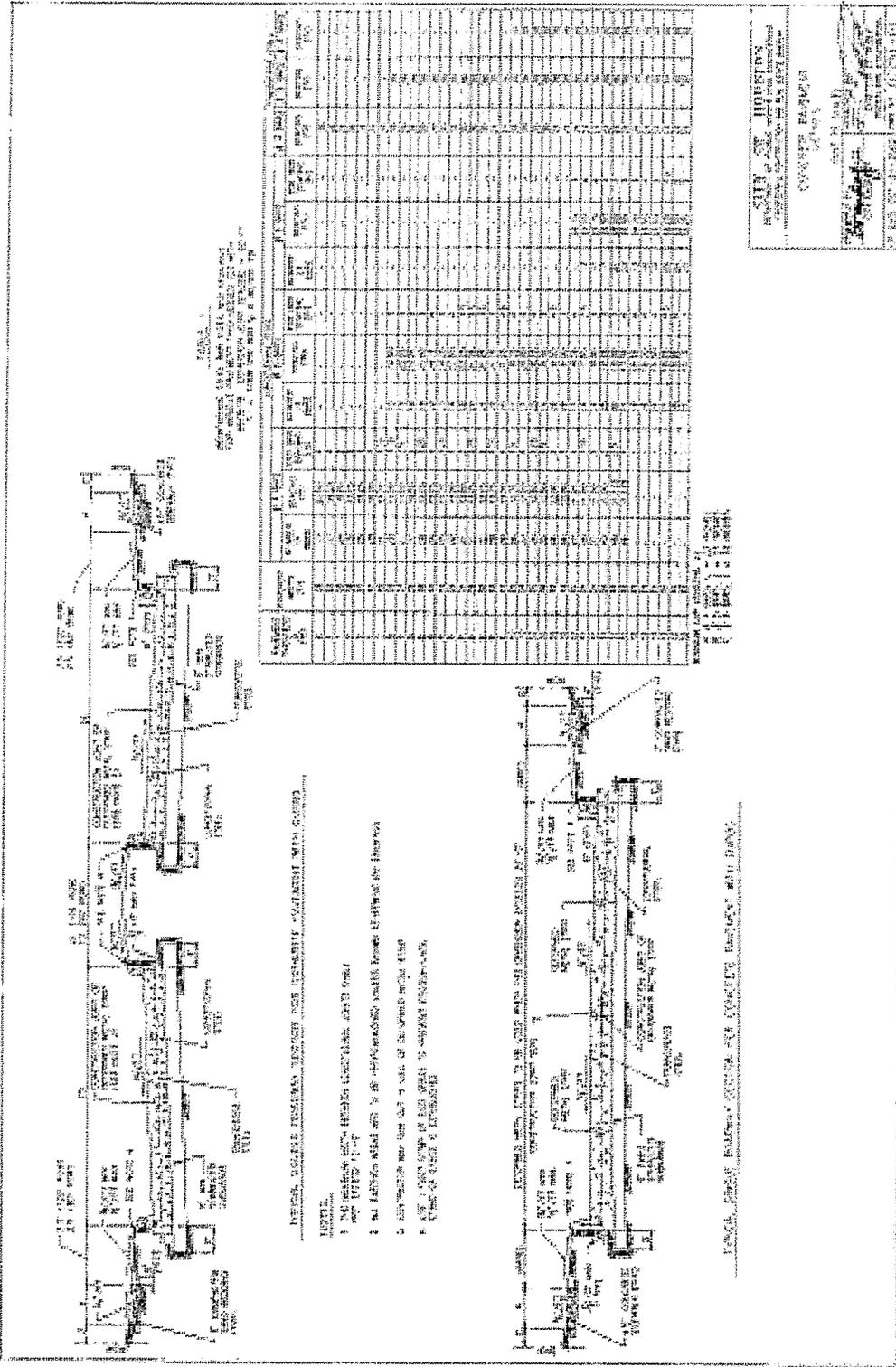
L.D.	DIMENSIONS										SINGLE PIPE HEADWALL		DOUBLE PIPE HEADWALL	
	A	B	C	D	E	F	G	H	I	J	FOR CONC. CY	FOR REINFC.	FOR CONC. CY	FOR REINFC.
18"	5"	1'-8"	4'-2"	3'-8"	3'-2"	12'-2"	12'-2"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"
24"	8"	3'-0"	4'-6"	4'-0"	3'-4"	13'-0"	13'-0"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"
30"	11"	5'-0"	6'-6"	6'-0"	5'-4"	14'-0"	14'-0"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"
36"	14"	6'-0"	7'-6"	7'-0"	6'-4"	15'-0"	15'-0"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"

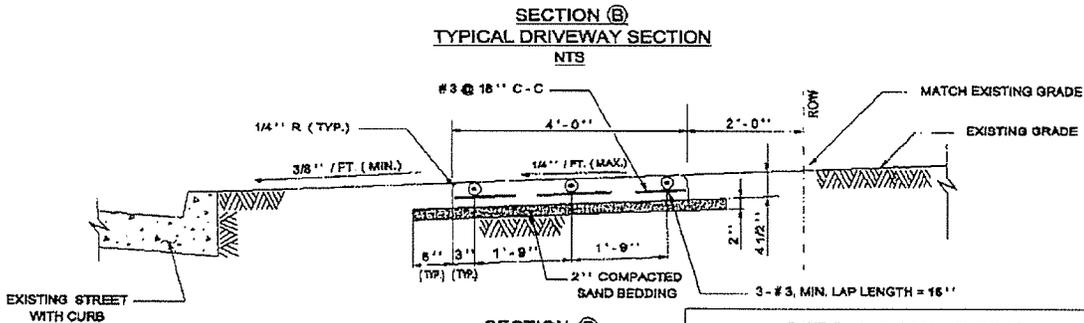
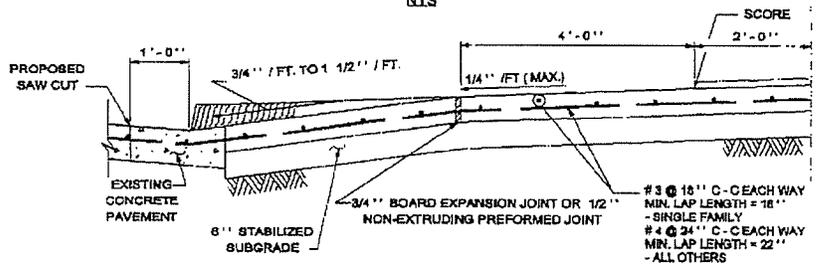
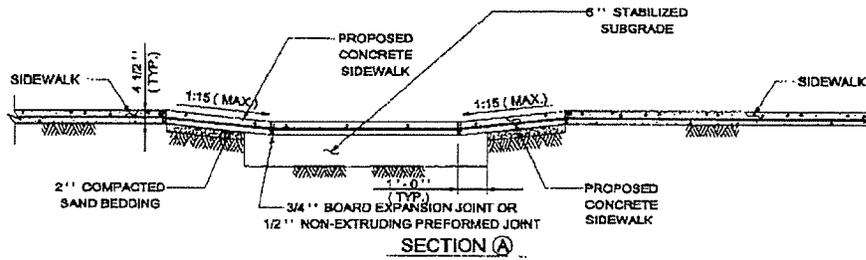
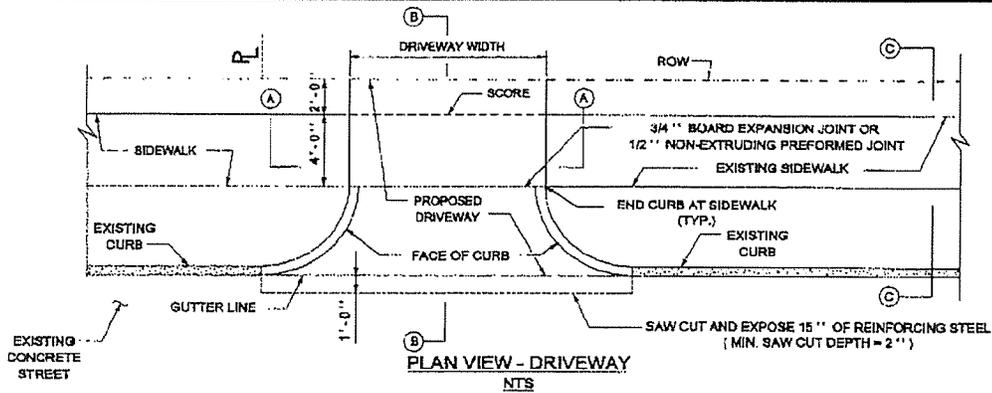
L.D.	DIMENSIONS										SINGLE PIPE HEADWALL		DOUBLE PIPE HEADWALL	
	A	B	C	D	E	F	G	H	I	J	FOR CONC. CY	FOR REINFC.	FOR CONC. CY	FOR REINFC.
18"	5"	1'-8"	4'-2"	3'-8"	3'-2"	12'-2"	12'-2"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"	1'-7"
24"	8"	3'-0"	4'-6"	4'-0"	3'-4"	13'-0"	13'-0"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"	1'-8"
30"	11"	5'-0"	6'-6"	6'-0"	5'-4"	14'-0"	14'-0"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"
36"	14"	6'-0"	7'-6"	7'-0"	6'-4"	15'-0"	15'-0"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"	1'-10"



NOTE: STANDARD "U" HWALL IS CONSTRUCTED OF 12" U-8 REINFORCED CONCRETE.

Drawing 02751-01

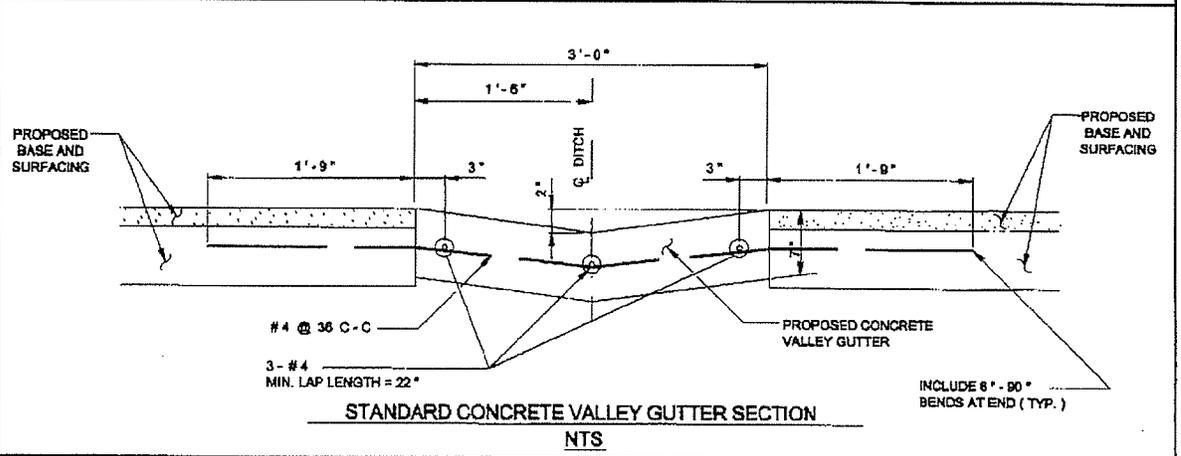
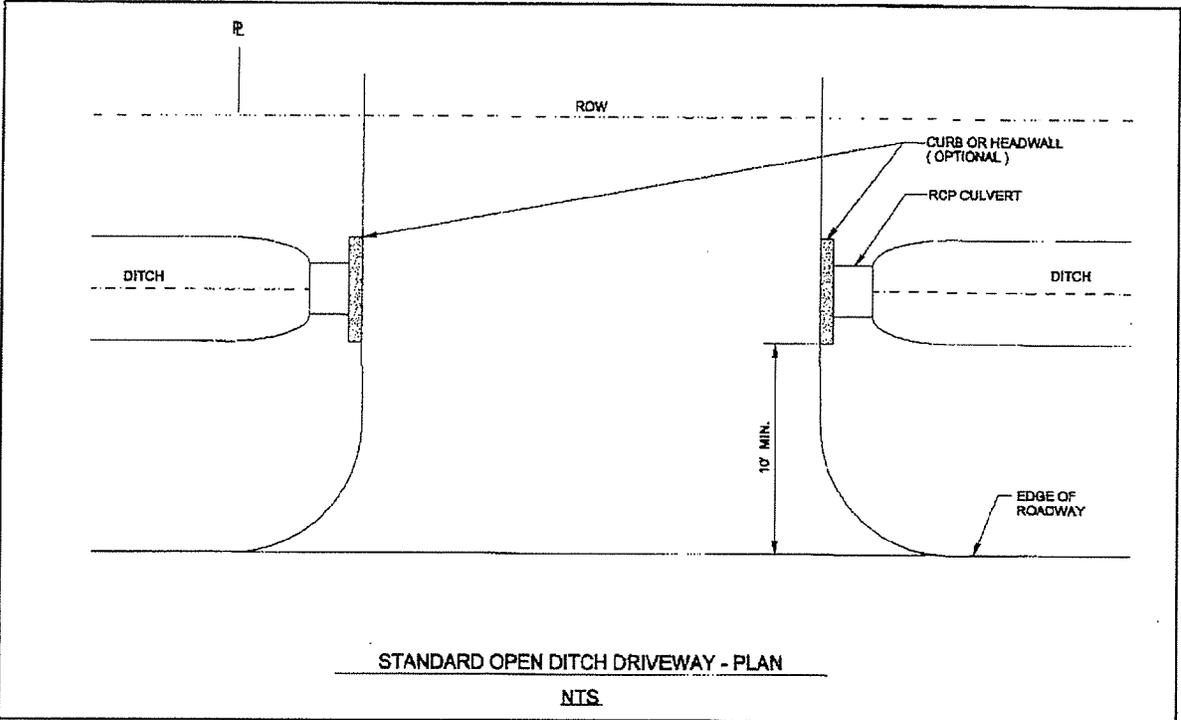




**NOTES:**

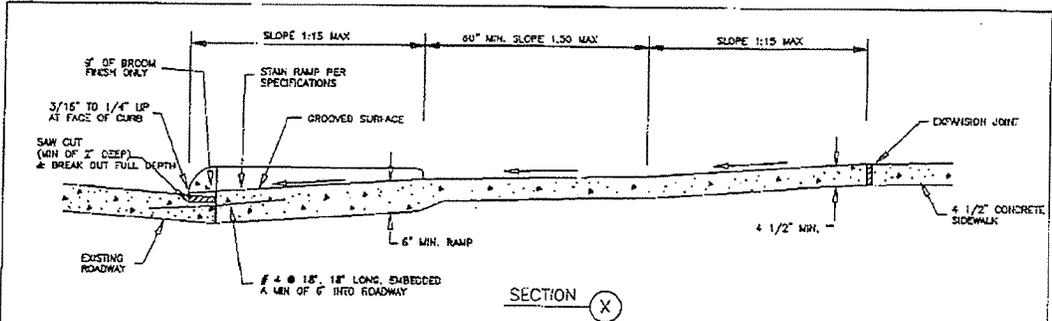
- 1- DRIVEWAYS SHALL BE 6" THICK FOR SINGLE FAMILY USE AND 7" THICK FOR ALL OTHERS (I. E. COMMERCIAL, INDUSTRIAL, ETC.)
- 2- DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE AND INCLUDE 5 - 1/2 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE.
- 3- 6 X 6 - W 2.9 X W 2.9 WELDED WIRE FABRIC MAY BE USED IN LIEU OF THE REINFORCING STEEL.
- 4- EXPANSION & CONSTRUCTION JOINTS ALONG SIDEWALKS SHALL BE ACCORDING TO DRAWING NO. 02752-02

<b>CITY OF HOUSTON</b>	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
<b>REINFORCED CONCRETE DRIVEWAY AND SIDEWALK DETAILS ON CURBED TYPE STREETS</b>	
APPROVED BY: <i>Shandager</i> CITY ENGINEER	APPROVED BY: <i>Tom Clark</i> DIRECTOR OF PUBLIC WORKS AND ENGINEERING
DATE: 05 - 23 - 03	
DWG NO: 02754 - 01	DWG NO: 17201-1 <small>(BUILDING CODE)</small>

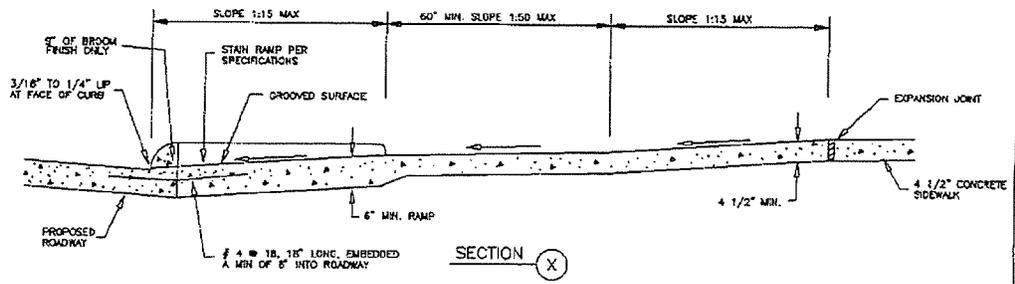


1. REINFORCED CONCRETE PIPE ( RCP ) CULVERTS AND CONCRETE VALLEY GUTTER GRADES SHALL BE SET BY CITY ENGINEER. PROFILE SHOWING THE PROPOSED AND EXISTING DITCH FLOWLINE WILL BE REQUIRED WHERE CONCRETE VALLEY GUTTERS ARE TO BE CONSTRUCTED IN LIEU OF CULVERTS.
2. CULVERT SIZE WILL BE APPROVED BY CITY ENGINEER WITH 18 " DIAMETER MINIMUM.
3. SPACING OF TYPE "D " OR "D - 1 " INLETS SHALL BE DETERMINED BY CITY ENGINEER. SEE DRAWING NO. 02632 - 07 FOR TYPE "D " OR DRAWING NO. 02632 - 08 FOR TYPE "D - 1 ".
4. DRIVEWAY MAY BE CONCRETE, ASPHALT OR ANY OTHER MATERIAL WHICH WILL NOT PERMIT WIND OR WATERBORNE EROSION.
5. A 3 - FOOT CONCRETE VALLEY GUTTER SECTION SHALL BE CONSTRUCTED THROUGH THE PROPOSED DRIVEWAY WHERE THE CITY ENGINEER DETERMINES THE INSTALLATION OF DITCH CULVERTS TO BE IMPRACTICAL DUE TO INSUFFICIENT DEPTH. THE VALLEY GUTTER SECTION WILL BE CONSTRUCTED OF 5 - 1/2 SACK CEMENT PER CUBIC YARD OF CONCRETE.

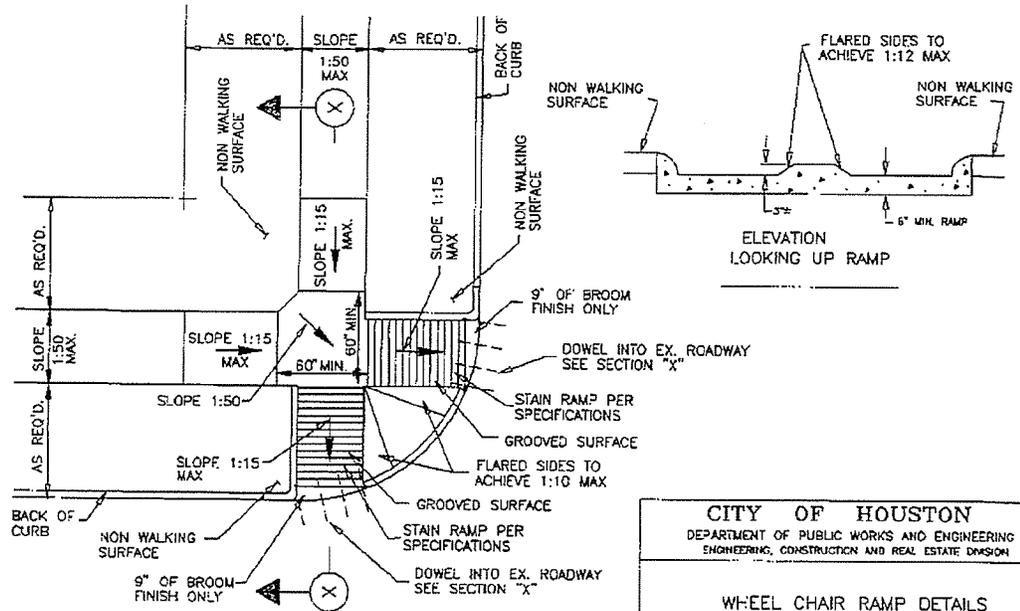
<b>CITY OF HOUSTON</b>	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
<b>DRIVEWAYS WITH CULVERTS OR VALLEY GUTTERS ON OPEN DITCH TYPE STREETS</b>	
APPROVED BY: <i>Brandaghi</i> CITY ENGINEER	APPROVED BY: <i>Tom O'Neil</i> DIRECTOR OF PUBLIC WORKS AND ENGINEERING
DATE: 05 - 23 - 03	
DWG NO: 02754 - 02	DWG NO: 17201 - 2 (BUILDING CODE)



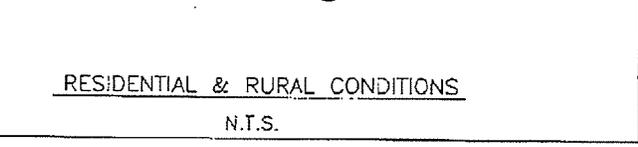
SECTION X  
EXISTING CONCRETE PAVEMENT CONSTRUCTION



SECTION X  
NEW CONCRETE PAVEMENT CONSTRUCTION

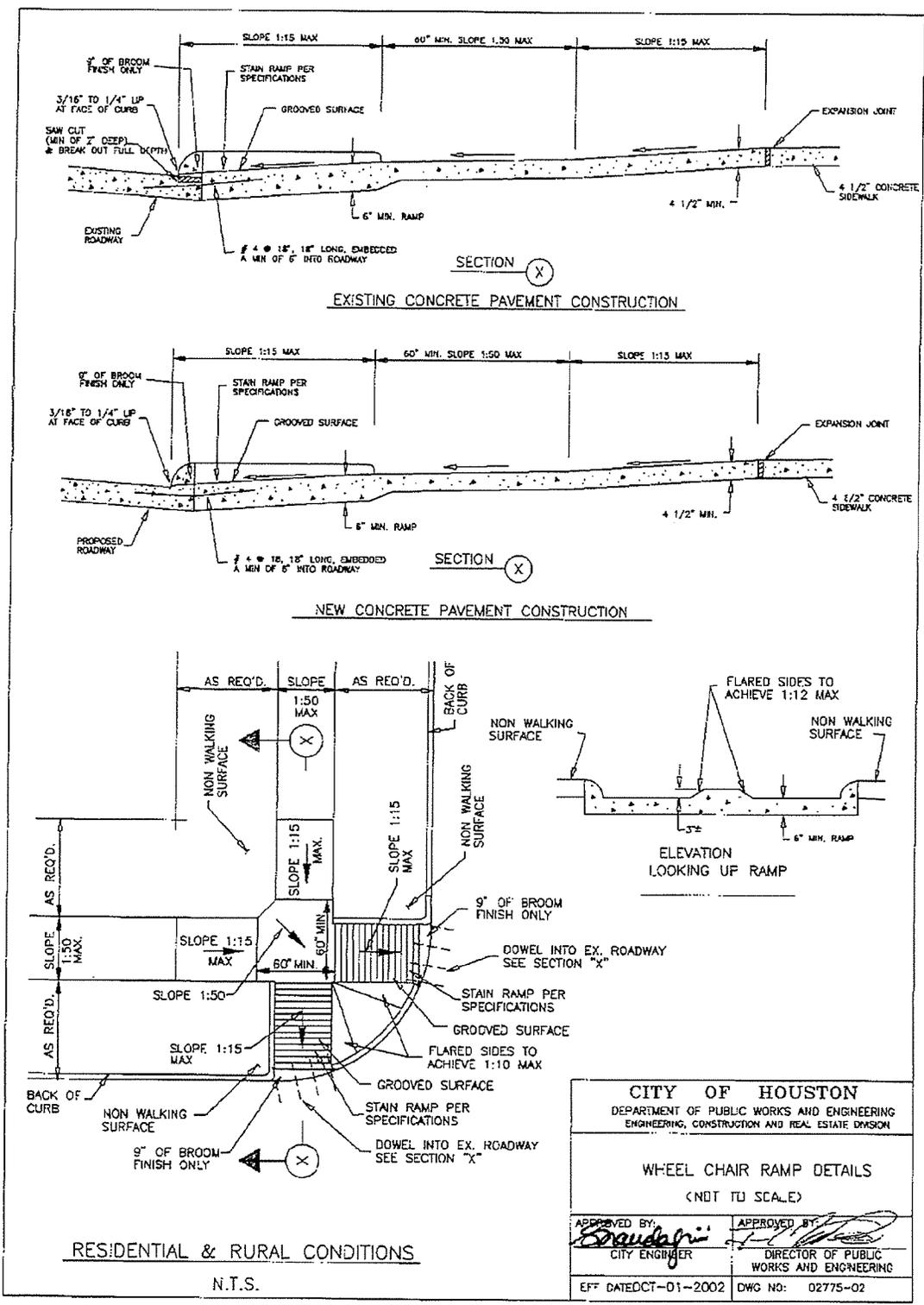


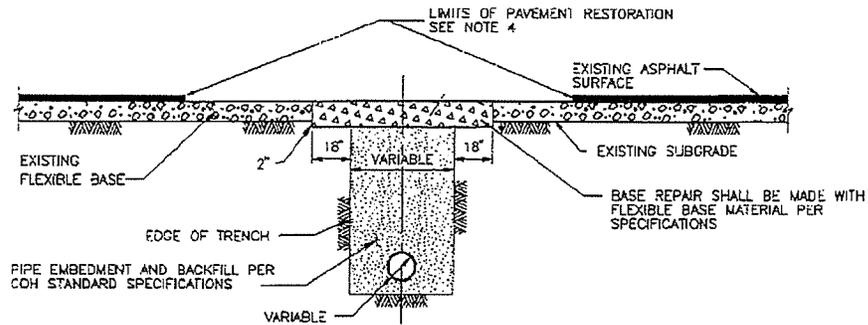
ELEVATION  
LOOKING UP RAMP



RESIDENTIAL & RURAL CONDITIONS  
N.T.S.

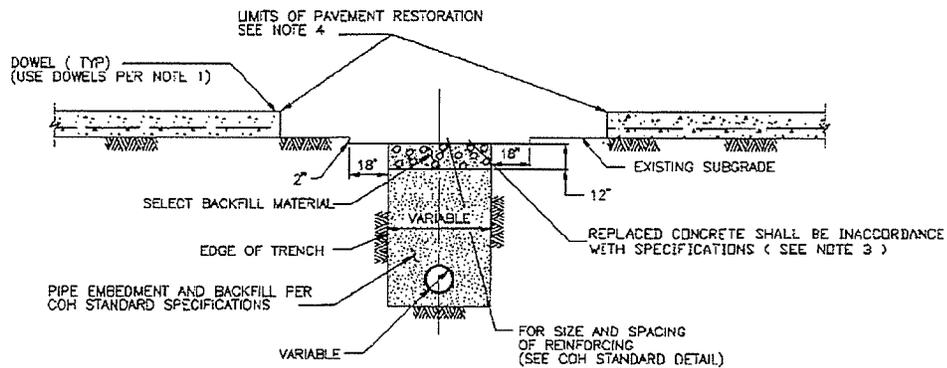
<b>CITY OF HOUSTON</b> DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION	
<b>WHEEL CHAIR RAMP DETAILS</b> (NOT TO SCALE)	
APPROVED BY: <i>[Signature]</i> CITY ENGINEER	APPROVED BY: <i>[Signature]</i> DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATED CT-01-2002	DWG NO: 02775-02





SECTION A

REPAIR OF FLEXIBLE BASE PAVEMENT

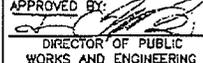


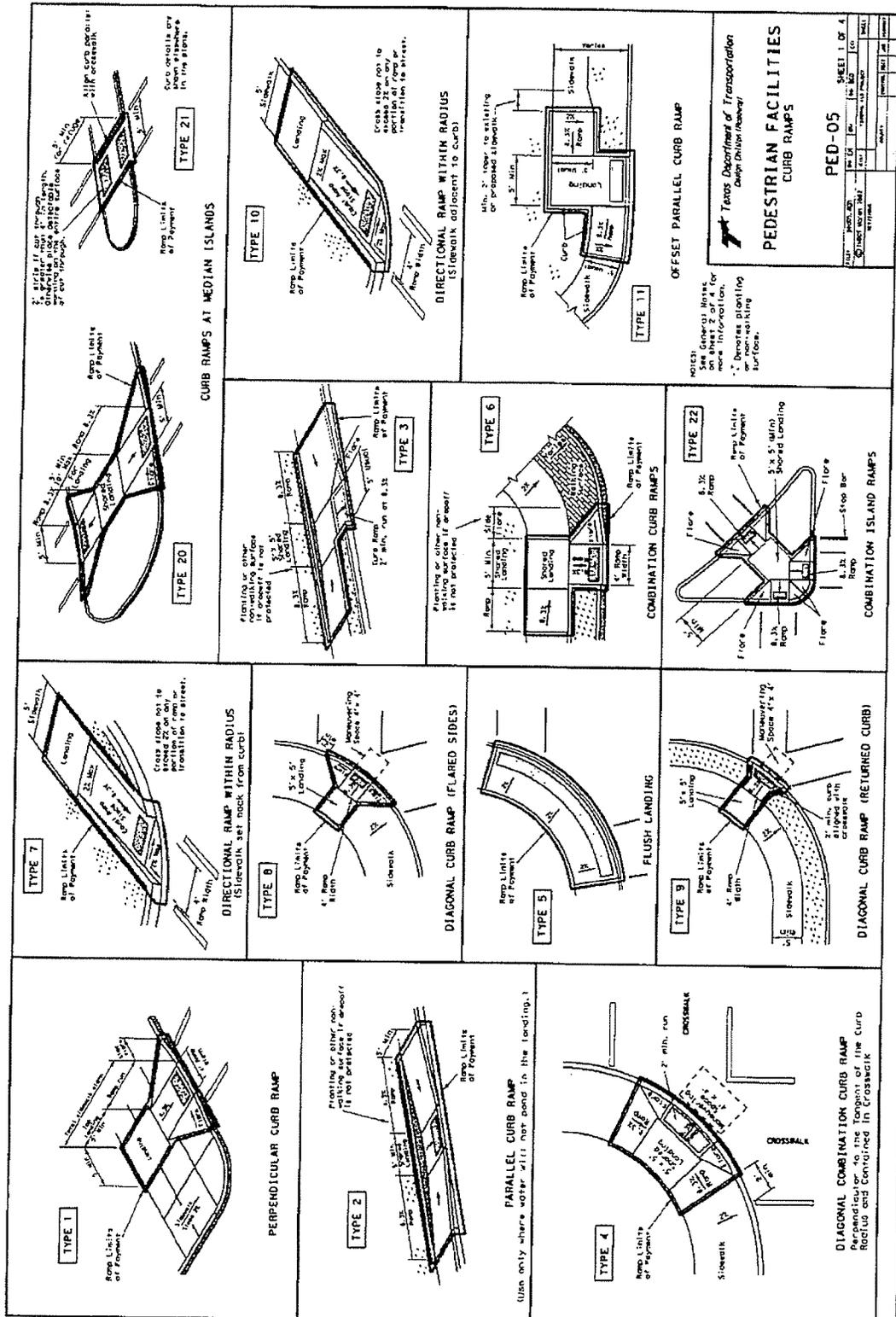
SECTION B

REPAIR OF REINFORCED CONCRETE PAVEMENT

NOTE:

1. EXPOSE 15" OF REINFORCING STEEL AT PROPOSED SAWED JOINT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS. HORIZONTAL DOWELS SHALL BE # 6 BARS, 24" LONG, 24" C-C, DRILLED AND EMBEDDED 8" INTO THE CENTER OF THE EXISTING SLAB. WITH "PO ROC" OR EQUAL.
2. IF REINFORCED CONCRETE IS OVERLAYED WITH ASPHALT, REPLACE WITH 2" MIN HMAC SURFACING.
3. REFER TO STANDARD DETAIL 02751-01 FOR REINFORCING STEEL REQUIREMENTS
4. REFER TO STANDARD DETAIL 02951-01 FOR PAVEMENT RESTORATION LIMITS.

<b>CITY OF HOUSTON</b> DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE DIVISION	
PAVEMENT REPAIR DETAILS FOR STREET CUTS (NOT TO SCALE)	
APPROVED BY:  CITY ENGINEER	APPROVED BY:  DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATE: OCT-01-2002	DWG NO: 02902-01



DISCLAIMER: The use of the standard drawings on these sheets is subject to the Texas Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition, as amended by any applicable addenda and supplements. The user of these drawings shall be responsible for obtaining the current edition of the Standard Specifications for Road and Bridge Construction, 2000 Edition, and for obtaining any applicable addenda and supplements. The Texas Department of Transportation is not responsible for any errors or omissions in these drawings or for any consequences arising from the use of these drawings.

TEXAS DEPARTMENT OF TRANSPORTATION  
 Design Division (Heavy)

**PEDESTRIAN FACILITIES**  
 CURB RAMPS

PED-05 SHEET 1 OF 4

DATE	PROJECT NO.	SCALE
BY	NO.	
CHECKED	NO.	
APPROVED	NO.	

NOTE: See General Notes on sheet 2 of 4 for more information.  
 \* Denotes planting or seeding surface.

**CURB RAMPS AT MEDIAN ISLANDS**

**DIRECTIONAL RAMP WITHIN RADIUS (Stovealk adjacent to curb)**

**COMBINATION CURB RAMPS**

**COMBINATION ISLAND RAMPS**

**DIRECTIONAL RAMP WITHIN RADIUS (Stovealk set back from curb)**

**DIAGONAL CURB RAMP (FLARED SIDES)**

**DIAGONAL CURB RAMP (RETURNED CURB)**

**PERPENDICULAR CURB RAMP**

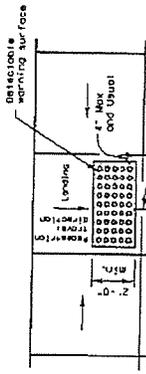
**PARALLEL CURB RAMP**

**DIAGONAL COMBINATION CURB RAMP**

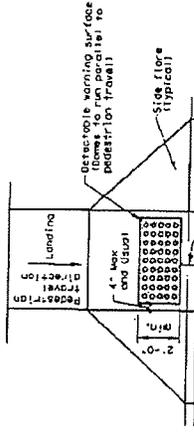
**DETECTABLE WARNINGS**

**General Notes for Detectable Warnings**

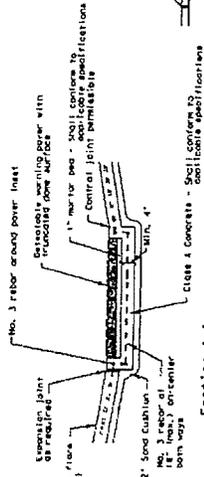
1. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 303 of the Texas Accessibility Standards (TAS). The surface must be composed of a material such as cast-in-place concrete, precast concrete, or cast-in-place aggregate with a minimum 3" aggregate. The surface must be slip resistant and shall be installed in a manner that does not allow water to accumulate.
2. Detectable warning surfaces must be slip resistant and shall be installed in a manner that does not allow water to accumulate.
3. Signs truncating domes in the direction of pedestrian travel when entering the street.
4. Shaded areas on sheets indicate the approximate location for the detectable warning surface for each curb ramp type.
5. Detectable warning surfaces shall be a minimum of 24" in width in the direction of pedestrian travel, and extend the full width of the curb ramp landing where the pedestrian access route enters the street.
6. Detectable warning surfaces shall be installed from the curb nearest the curb line to a minimum of 6" from the curb line. The remaining 10" of the curb ramp landing may be covered with the same material. The remaining 10" of the curb ramp landing may be covered with the same material.
7. TAS 303.2.1 includes a list of Qualities Detectable Warning Materials. Details are provided herein for the placement of truncated dome pavers. For other materials, refer to the manufacturer's product manual for proper installation.



**Typical placement of detectable warning surface on landing at street edge.**



**Typical placement of detectable warning surface on sloping ramp run.**

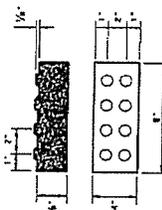


**General Notes (Pavers)**

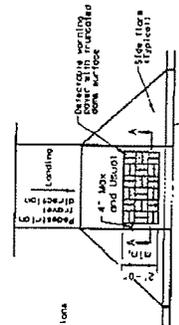
Furnish detectable warning paver units meeting all requirements of ASTM C-33. Lay in a bed by two unit lay (units set on top of each other). Cur detectable warning paver units using a power saw.

**Pedestrian Facilities General Notes**

1. All slopes and levels shall be the least possible slope that will still permit adequate drainage. All curb ramp length or grade or approach slopes as directed.
2. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to a curb, a 6" sidewalk width is encouraged, where 0.5' sidewalk width is required, a minimum 3' sidewalk with 5' x 5' paving areas of linear work not to exceed 200' is required.
3. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction. Where a landing is required, the landing shall be a minimum 3' x 4' width and shall be fully compliant with the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 116.002.
5. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
6. Curb ramps with beveled curbs may be used only where pedestrians would not normally walk. Beveled curbs shall be used on the lower surface of the curb ramp or on the lower surface of the curb ramp approach. Beveled curbs shall be used on the lower surface of the curb ramp approach. Beveled curbs shall be used on the lower surface of the curb ramp approach.
7. Additional information on curb ramp location, design, light reflective noise-reducing materials, and other details shall be provided in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 116.002.
8. To serve as a detectable curb ramp, the median should be a minimum of 5' wide, medians should be designed to provide accessible passage over or through them.
9. Small horizontalization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
10. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown on the plans. Crosswalk markings shall be provided on all crosswalks where crosswalk markings are not required, curb ramps shall be aligned with horizontal crosswalks, or as directed by the Engineer.
11. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.
12. Medians are not required on curb ramps. Provide curb ramps wherever an accessible route crosses (pedestrian) a curb.
13. Curb ramps and landings shall be constructed and laid (or in accordance with 16 TAC 116.002).
14. Separate curb ramps and landings from adjacent sidewalk and any other elements with a minimum of 6" joint of 1/2" unless otherwise directed by the Engineer.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curb shown on sheet 1 within the limits of adjacent curb shall be a minimum of 1' from curb ramp for parallet, whether it is concrete curb, gutter, or combined curb and gutter.
17. Flare slope shall not exceed 10% measured along curb line.



**Detectable Warning Paver**



**Truncated Dome Pattern Curb Ramp**

**DETECTABLE WARNING PAVES (OPTION)**

Texas Department of Transportation  
 (TxDOT) (www.txdot.gov)

**PEDESTRIAN FACILITIES**  
 GENERAL NOTES  
 AND  
 DETECTABLE WARNINGS

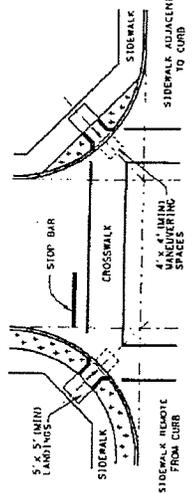
**PE-05**

SHEET 2 OF 4

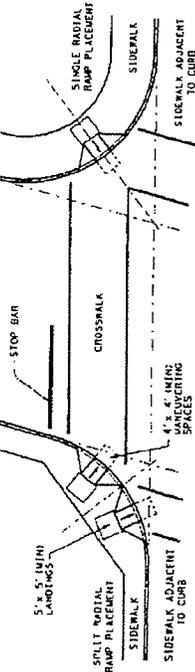
DATE	NO.	BY	CHKD.	APP.
03/20/2011	0001	WILLIAMS	WILLIAMS	WILLIAMS



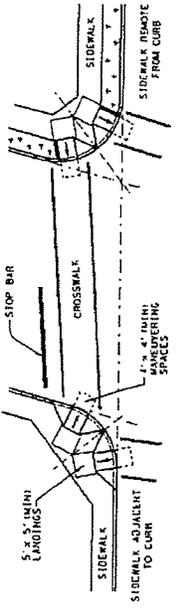
- GENERAL NOTES**
1. Street grade and cross streets shall be as shown elsewhere in the plans.
  2. Plans are shown with a street setback by markings for the location shown on the PED-05 standard detail for normal layout. In accordance with the detail for normal layout.
  3. Small, compactized islands, which can cut across the width of the road at the curb, shall be cut through with the sidewalk of the street.



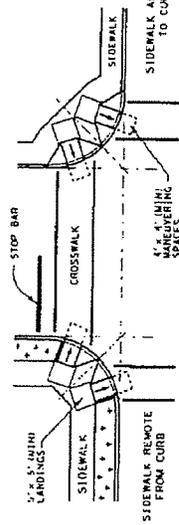
NORMAL INTERSECTION WITH "LARGE" RADIUS



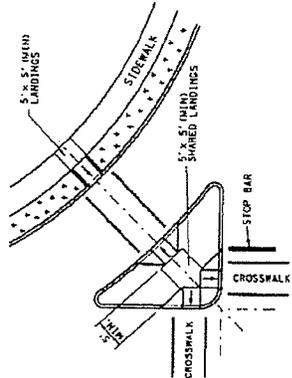
SKewed INTERSECTION WITH "LARGE" RADIUS



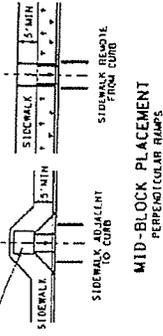
SKewed INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT PERPENDICULAR RAMP

TYPICAL CROSSING LAYOUTS  
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS

Texas Department of Transportation  
Design Division (Planning)

**PEDESTRIAN FACILITIES**

INTERSECTION LAYOUTS

PED-05

SHEET 4 OF 4

DATE	PROJECT NO.	DATE	BY	DATE	BY
01/10/01	00000000	01/10/01	00000000	01/10/01	00000000
01/10/01	00000000	01/10/01	00000000	01/10/01	00000000

ADDENDUM "A"

City of Houston  
Hazard Communication Program

CONTRACTOR COMPLIANCE FORM

DEPT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

COMPLIANCE STEPS

	<u>CHECK</u>	<u>DATE</u>
1. Will contractor bring chemicals on City property?	_____	_____
2. Have the chemicals been assessed for hazards? (Attach HCP-1)	_____	_____
3. Has Safety/Risk Management approved usage?	_____	_____
4. Has MSDS/HazCom Program information been exchanged?	_____	_____
5. Have City employees been trained on hazards posed by the contractor's chemicals brought onto City property?	_____	_____

RECEIPT OF INFORMATION

Exchange of HazCom Packets:

CITY REP (Name/Title): \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR REP: \_\_\_\_\_ Date: \_\_\_\_\_

Has the CONTRACTOR documented HazCom training of their employees? If YES, sign below.

CITY REP (Name and Title): \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION B-1  
WAGE SCALE FOR ENGINEERING CONSTRUCTION**

- 1.1 In accordance with the Prevailing Wage Law on Public Works (Article 5159-a of the Revised Civil Statutes of Texas), the public body awarding the contract does hereby specify the following to be the general prevailing rates in the locality in which the work is being performed.
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

Document 00820

**WAGE SCALE FOR ENGINEERING CONSTRUCTION**

- 1.01 In accordance with the Prevailing Wage Law on Public Works (Chapter 2258 of the Texas Government Code), the public body awarding the Contract does hereby specify the following to be the general prevailing rates in the locality in which the Work is being performed.
- 1.02 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.03 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.04 If the Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Contract Compliance Division of the Mayor's Office Of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.

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**LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES  
FOR  
2014 ENGINEERING CONSTRUCTION**

**Ordinance No. 2009-247 passed March 25, 2009**

CITY OF HOUSTON  
STANDARD DOCUMENT

WAGE SCALE AND PAYROLL REQUIREMENTS  
FOR ENGINEERING CONSTRUCTION

EXHIBIT "A"

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES  
FOR  
ENGINEERING CONSTRUCTION  
2014

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Asphalt Distributor Operator	\$14.06	Milling Machine Operator - Fine Grade	\$13.53
Asphalt Paving Machine Operator	\$14.32	Mixer Operator	\$10.33
Asphalt Raker	\$12.36	Motor Grader Operator- Rough	\$14.23
Asphalt. Shoveler	\$11.68	Motor Grader Operator	\$15.69
Broom or Sweeper Operator	\$12.68	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter-Structures	\$18.62
Carpenter- Rough	\$12.49	Pavement Marking Machine Operator	\$11.18
Concrete Finisher- Paving	\$12.98	Pile Driverman.	\$14.95
Concrete Finisher- Structures	\$12.98	Pipe Layer	\$12.12
Concrete Paving Curbing Machine Operator	\$11.71	Reinforcing Steel Setter - Paving	\$15.15
Concrete Paving Finishing Machine Operator	\$13.07	Reinforcing Steel Setter - Structure	\$14.39
Concrete Paving Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$11.57
Concrete Paving. Saw Operator	\$13.99	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$11.57
Concrete Paving Spreader Operator.	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.92
Concrete Rubber . . .	\$9.00	Scraper Operator	\$13.47
Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$13.97
Crusher and Screening Plant Operator	\$11.29	Sign Installer - PGM	\$8.54
Electrician * 3 Journeyman 2 Apprentice	\$27.11	Slip Form Machine Operator	\$11.07
Flagger	\$10.33	Spreader Box Operator	\$13.58
Form Builder/Setter- Structures	\$12.23	Structural Steel Worker	\$14.39
Form Liner- Paving and Curb	\$12.34	Tractor Operator - Crawler Type	\$13.68
Form Setter- Paving and Curb	\$12.34	Tractor Operator- Pneumatic	\$10.07
Foundation Drill Operator - Crawler Mounted	\$17.43	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator - Truck Mounted	\$15.89	Truck Driver, Lowboy-float	\$16.03
Front Loader Operator	\$13.32	Truck Driver, Single-Axle - Heavy	\$11.46
Laborer Common	\$11.02	Truck Driver, Single-Axle - Light	\$11.48
Laborer- Utility	\$11.73	Truck Driver, Tandem Axle Semi-Trailer	\$12.27
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$11.67
Mechanic	\$16.96	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios			

**Engineering Prevailing Wages  
Classification Definitions**

**Asphalt Distributor Operator**

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

**Asphalt Paving Machine Operator**

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

**Asphalt Raker**

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

**Asphalt Shoveler**

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

**Broom or Sweeper Operator**

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

**Bulldozer Operator**

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

**Carpenter, Rough**

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

**Concrete Finisher, Paving**

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

**Concrete Finisher, Structures**

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

**Concrete Paving Curbing Machine Operator**

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

**Concrete Paving Finishing Machine Operator**

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

**Concrete Paving Joint Sealer Operator**

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

**Concrete Paving Saw Operator**

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

**Concrete Paving Spreader Operator**

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

**Concrete Rubber**

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

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

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

**Crusher and Screed Plant Operator**

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

**Electrician \*3 Journeyman 2 Apprentice**

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

**Flagger**

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

**Form Builder/Setter, Structures**

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

**Form Liner, Paving & Curb**

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

**Form Setter, Paving & Curb**

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

**Foundation Drill Operator, Crawler Mounted**

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

**Foundation Drill Operator, Truck Mounted**

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

**Front End Loader Operator**

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

**Laborer, Common**

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

**Laborer, Utility**

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

**Manhole Builder**

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

**Mechanic**

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

**Milling Machine Operator, Fine Grade**

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

**Mixer Operator**

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common

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laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

**Motor Grader Operator, Rough**

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

**Motor Grader Operator**

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

**Oiler**

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

**Painter, Structures**

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

**Pavement Marking Machine Operator**

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

**Piledriverman**

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

**Pipelayer**

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

**Reinforcing Steel Setter, Paving**

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

**Reinforcing Steel Setter, Structure**

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

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

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

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

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

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

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

**Scraper Operator**

Operates a self-contained wheeled tractor scraper both self loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Servicer**

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

**Sign Installer (PGM)**

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

**Slip Form Machine Operator**

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

**Spreader Box operator**

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

**Structural Steel Worker**

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

**Tractor operator, Crawler Type**

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

**Tractor Operator, Pneumatic**

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

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**Traveling Mixer Operator**

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

**Truck driver, lowboy-Float**

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

**Truck driver, Single Axle, Heavy**

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

**Truck driver, Single Axle-Light**

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

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

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

**Work Zone Barricade Servicer**

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

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

**EXHIBIT "C"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "D"**

**CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. **C. M. Nunez Trucking** (MBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. **C. M. Nunez Trucking** (MBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

**EXHIBIT "D"**

**CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. **Access Data Supply, Inc.** (MBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
  
2. **Access Data Supply, Inc. (MBE)** (MBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
  
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

## EXHIBIT "D"

### **CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/W/SBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. **Rebar Supply Company, Ltd.** (WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. **Rebar Supply Company, Ltd.** (WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

## EXHIBIT "D"

### CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO MEDIATION"** and contain the following terms:

1. **Holes Incorporated** (WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").
2. **Holes Incorporated** (WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

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

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

EXHIBIT "DD"

CITY OF HOUSTON  
OFFICE OF BUSINESS OPPORTUNITY & CONTRACT COMPLIANCE

M/WBE UTILIZATION REPORT

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

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

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

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

CONTRACT No.: \_\_\_\_\_

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

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

LIAISON/PHONE No.: \_\_\_\_\_

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

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.  
Provide support documentation on all revenues paid to end of the report period to:  
M/WBEs to reflect up/down variances on contract amount

Affirmative Action Division  
ATTN: Velma Laws 713-837-9018  
611 Walker, 20<sup>th</sup> Floor  
Houston, Texas 77002

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, ANTHONY COLOMBO PRESIDENT as an owner or officer of  
(Name) (Print/Type) (Title)  
MAIN LANE INDUSTRIES, LTD. (Contractor)  
(Name of Company)

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

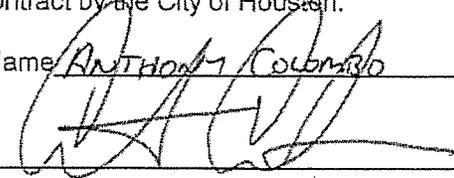
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures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

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

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

Date 10.10.2014

Contractor Name ANTHONY COLOMBO

Signature 

Title PRESIDENT



October 9, 2014

City of Houston  
901 Bagby St.  
Houston, TX 77002  
Attention: Mr. Arturo Lopez

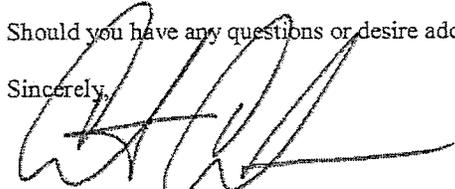
RE: Work Order Contract for Concrete Panel Replacement for Residential Streets  
for the Public Works and Engineering department  
Project No. S50-C25106

Dear Mr. Lopez,

Main Lane Industries, Ltd. is submitting COH Document *00605-1 List of Safety Impact Positions* as part of the above referenced contract in lieu of Exhibit "F" *Contractor's Certification of No Safety Impact Positions in Performance of a City Contract*. Due to the scope of the work involved on this contract and the overall scope of work that Main Lane Industries, Ltd. performs as a whole, we have determined that all employees are in Safety Impact Positions.

Should you have any questions or desire additional information, please contact me at 713-896-3141

Sincerely,



Anthony Colombo  
President

Cc: File 2014-14



**EXHIBIT "F"**  
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**IN PERFORMANCE OF A CITY CONTRACT**

I, \_\_\_\_\_  
(Name)(Print/Type) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF**  
**CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES**  
**FOR CONTRACTORS**

I, \_\_\_\_\_  
(NAME) (PRINT/TYPE)

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**EXHIBIT "G"  
DRUG POLICY COMPLIANCE DECLARATION**

I, ANTHONY COLOMBO PRESIDENT as an owner or officer of  
 (Name) (Print/Type) (Title)  
MAIN LANE INDUSTRIES, LTD. (Contractor or Vendor)  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from N/A to N/A, 20    .

AC  
 Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

AC  
 Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

AC  
 Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

AC  
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is N/A.

AC  
 Initials From N/A to N/A the following test has occurred  
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				/
Number Employees Positive				/
Percent Employees Positive				/

AC  
 Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

AC  
 Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

10.10.2014  
 (Date)

ANTHONY COLOMBO  
 (Typed or Printed Name)  
[Signature]  
 (Signature)  
PRESIDENT  
 (Title)

**EXHIBIT "H"  
FEES AND COSTS**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>Yr. 1 - Group 1</b>			
1.	Remove and replace slab, 8-10", 5,000 psi, 7-day. Includes backfill, expansion joints and adjustment / repair of inlets, manholes and water valves as needed.	FT3	\$11.00
2.	Additional cost to Item No. 1 for High Early Concrete.	FT3	\$0.50
3.	6" concrete driveway and pavement with curbs per drawing 17201-1.	FT2	\$8.00
4.	Concrete curb and gutter, all types, to include rein-in-place.	LF	\$12.00
5.	4-1/2" concrete sidewalks, to include rein-in-place.	FT2	\$7.00
6.	Remove and replace base material.	FT3	\$5.00
7.	Remove and replace curbs ONLY.	LF	\$12.00
8.	Saw cut concrete.	LF	\$8.00
9.	Wheelchair access ramp per drawing 02775-02.	FT2	\$15.00
10.	Mudjacking, to include drilling holes and inserts.	FT2	\$3.00
11.	Flagman allowance for uniformed peace officers only, per work order, per contract year.	LS	\$1,500.00
12.	Retaining wall 18" - 24".	LF	\$50.00
13.	Retaining wall 12" - 18".	LF	\$50.00
14.	Remove and Replace Base Material - Flowable Base.	FT3	\$11.00
15.	Cost of Performance, Payment and Maintenance bonds for first year (should be invoiced with first work order).	LS	\$8,500.00
<b>Yr. 1 - Group 2</b>			
1.	Time and Material for Items not provided for above. Cost Plus Mark-up %. <b>\$10,000.00 Estimate Expenditure</b>	15% Mark-Up	\$11,500.00
<b>Yr. 2 - Group 1</b>			
1.	Remove and replace slab, 8-10", 5,000 psi, 7-day. Includes backfill, expansion joints and adjustment / repair of inlets, manholes and water valves as needed.	FT3	\$11.80
2.	Additional cost to Item No. 1 for High Early Concrete.	FT3	\$0.50
3.	6" concrete driveway and pavement with curbs per drawing 17201-1.	FT2	\$9.00
4.	Concrete curb and gutter, all types, to include rein-in-place.	LF	\$13.00
5.	4-1/2" concrete sidewalks, to include rein-in-place.	FT2	\$7.00
6.	Remove and replace base material.	FT3	\$5.50
7.	Remove and replace curbs ONLY.	LF	\$13.00
8.	Saw cut concrete.	LF	\$9.00
9.	Wheelchair access ramp per drawing 02775-02.	FT2	\$15.00
10.	Mudjacking, to include drilling holes and inserts.	FT2	\$3.00

11.	Flagman allowance for uniformed peace officers only, per work order, per contract year.	LS	\$1,700.00
12.	Retaining wall 18" - 24".	LF	\$54.00
13.	Retaining wall 12" - 18".	LF	\$54.00
14.	Remove and Replace Base Material - Flowable Base.	FT3	\$12.00
15.	Cost of Performance, Payment and Maintenance bonds for first year (should be invoiced with first work order).	LS	\$9,500.00
<b>Yr. 2 - Group 2</b>			
1.	Time and Material for Items not provided for above. Cost Plus Mark-up %: <b>\$10,000.00 Estimate Expenditure</b>	15% Mark-Up	\$11,500.00
<b>Yr. 3 - Group 1</b>			
1.	Remove and replace slab, 8-10", 5,000 psi, 7-day. Includes backfill, expansion joints and adjustment / repair of inlets, manholes and water valves as needed.	FT3	\$12.75
2.	Additional cost to Item No. 1 for High Early Concrete.	FT3	\$0.60
3.	6" concrete driveway and pavement with curbs per drawing 17201-1.	FT2	\$9.00
4.	Concrete curb and gutter, all types, to include rein-in-place.	LF	\$14.00
5.	4-1/2" concrete sidewalks, to include rein-in-place.	FT2	\$8.00
6.	Remove and replace base material.	FT3	\$6.00
7.	Remove and replace curbs ONLY.	LF	\$14.00
8.	Saw cut concrete.	LF	\$9.00
9.	Wheelchair access ramp per drawing 02775-02.	FT2	\$15.00
10.	Mudjacking, to include drilling holes and inserts.	FT2	\$3.00
11.	Flagman allowance for uniformed peace officers only, per work order, per contract year.	LS	\$1,800.00
12.	Retaining wall 18" - 24".	LF	\$58.00
13.	Retaining wall 12" - 18".	LF	\$58.00
14.	Remove and Replace Base Material - Flowable Base.	FT3	\$13.00
15.	Cost of Performance, Payment and Maintenance bonds for first year (should be invoiced with first work order).	LS	\$10,000.00
<b>Yr. 3 - Group 2</b>			
1.	Time and Material for Items not provided for above. Cost Plus Mark-up %: <b>\$10,000.00 Estimate Expenditure</b>	15% Mark-Up	\$11,500.00
<b>Yr. 4/Option Yr. - Group 1</b>			
1.	Remove and replace slab, 8-10", 5,000 psi, 7-day. Includes backfill, expansion joints and adjustment / repair of inlets, manholes and water valves as needed.	FT3	\$14.00
2.	Additional cost to Item No. 1 for High Early Concrete.	FT3	\$0.60
3.	6" concrete driveway and pavement with curbs per drawing 17201-1.	FT2	\$10.00
4.	Concrete curb and gutter, all types, to include rein-in-place.	LF	\$15.00

5.	4-1/2" concrete sidewalks, to include rein-in-place.	FT2	\$9.00
6.	Remove and replace base material.	FT3	\$6.50
7.	Remove and replace curbs ONLY.	LF	\$14.00
8.	Saw cut concrete.	LF	\$9.00
9.	Wheelchair access ramp per drawing 02775-02.	FT2	\$15.00
10.	Mudjacking, to include drilling holes and inserts.	FT2	\$3.00
11.	Flagman allowance for uniformed peace officers only, per work order, per contract year.	LS	\$1,900.00
12.	Retaining wall 18" - 24".	LF	\$61.00
13.	Retaining wall 12" - 18".	LF	\$61.00
14.	Remove and Replace Base Material - Flowable Base.	FT3	\$13.00
15.	Cost of Performance, Payment and Maintenance bonds for first year (should be invoiced with first work order).	LS	\$11,000.00
<b>Yr. 4/Option Yr. – Group 2</b>			
1.	Time and Material for Items not provided for above. Cost Plus Mark-up %. <b>\$10,000.00 Estimate Expenditure</b>	15% Mark-Up	\$11,500.00

**EXHIBIT "I"**  
**PAY OR PLAY PROGRAM**  
*(See next page)*



City of Houston
Certification of Compliance with
Pay or Play Program

Contractor Name: MAIN LANE INDUSTRIES, LTD. \$ 4,443,700.00
(Contractor/Subcontractor) (Amount of Contract)
Contractor Address: 6902 FLINTLOCK HOUSTON TX 77040
Project No.: [GFS/CIP/AIP/File No.] 550-C25106
Project Name: [Legal Project Name] CONCRETE PANEL REPLACEMENT FOR RESIDENTIAL STREETS FOR
PUBLIC WORKS AND ENGINEERING DEPARTMENT
POP Liaison Name: BRENDA ANDARGUE

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

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

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

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

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

Please select whether you choose to: Pay Play Both
[X] [ ] [ ]

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

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

Table with 3 columns: \*Estimated Number of:, Prime Contractor, Sub-Contractor. Rows include Total Employees on City Job, Covered Employees, Non-Covered Employees, and Exempt Employees.

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

Contractor (Signature) ANTHONY COLOMBO Date SEPT 17, 2014
Name and Title (Print or type)

**EXHIBIT "J"**  
**PERFORMANCE BOND**  
**DOCUMENT 00610**  
*(See next page)*

«ShortPrjName»  
WBS No. «WBSNo»

**PERFORMANCE BOND**

Document 00610

Bond #35BCSGS5035

**PERFORMANCE BOND**

**THAT WE**, Main Lane Industries, Ltd., 6902 Flintlock, Houston, TX 77040, as Principal, (the "Contractor"), and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ \* \_\_\_\_\_ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

\* Nine Hundred Ninety-One Thousand Five Hundred and No/100ths (\$991,500.00)

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a Contract in writing with the City for Concrete Panel Replacement for Residential Streets for the Public Works and Engineering Department - Project No. S50-C25106, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

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

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

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

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

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

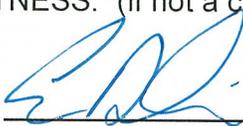
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed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

«ShortPrjName»  
WBS No. «WBSNo»

**PERFORMANCE BOND**

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

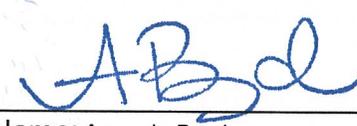
ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

By:   
Name: ERIC DANIELSEN  
Title: CHIEF ESTIMATOR

Main Lane Industries, Ltd.  
Name of Contractor

By:   
Name: ANTHONY COLOMBO  
Title: PRESIDENT  
Date: SEPT. 17, 2014

ATTEST/SURETY WITNESS:  
(SEAL)

By:   
Name: Amanda Boyd  
Title: Surety Administrator  
Date: September 15th, 2014

Hartford Fire Insurance Company  
Full Name of Surety  
One Hartford Plaza, T-4  
Address of Surety for Notice  
Hartford, CT 06155

(248) 822-6456  
Telephone Number of Surety

By:   
Name: Jennifer A. Gareffa  
Title: Attorney-in-Fact  
Date: September 15th, 2014

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

  
Legal Assistant

10-16-14  
Date

END OF DOCUMENT

**EXHIBIT "K"**  
**ONE-YEAR MAINTENANCE BOND**  
**DOCUMENT 00612**  
*(See next page)*

«ShortPrjName»  
WBS No. «WBSNo»

**ONE-YEAR MAINTENANCE BOND**

Document 00612

Bond #35BCSGS5035

**ONE-YEAR MAINTENANCE BOND**

**THAT WE**, Main Lane Industries, Ltd., 6902 Flintlock, Houston, TX 77040, as Principal, hereinafter called Contractor, and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$ \_\_\_\_\_ \* \_\_\_\_\_, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

\* Nine Hundred Ninety-One Thousand Five Hundred and No/100ths (\$991,500.00)

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a Contract in writing with the City of Houston for Concrete Panel Replacement for Residential Streets for the Public Works and Engineering Department - Project No. S50-C25106, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

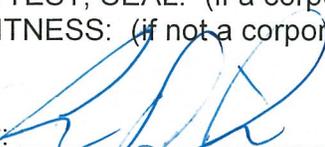
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed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

«ShortPrjName»  
WBS No. «WBSNo»

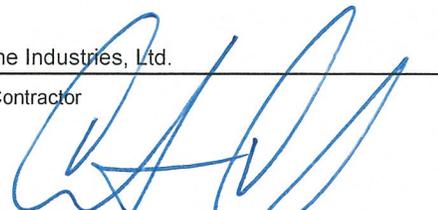
**ONE-YEAR MAINTENANCE BOND**

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

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

By:   
Name: ERIC DANIELSEN  
Title: CHIEF ESTIMATOR

Main Lane Industries, Ltd.  
Name of Contractor

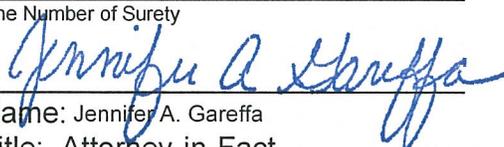
By:   
Name: ANTHONY COLOMATO  
Title: PRESIDENT  
Date: SEPT. 17, 2014

ATTEST/SURETY WITNESS:  
(SEAL)

By:   
Name: Amanda Boyd  
Title: Surety Administrator  
Date: September 15th, 2014

Hartford Fire Insurance Company  
Full Name of Surety  
One Hartford Plaza, T-4  
Address of Surety for Notice  
Hartford, CT 06155

(248) 822-6456  
Telephone Number of Surety

By:   
Name: Jennifer A. Gareffa  
Title: Attorney-in-Fact  
Date: September 15th, 2014

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

  
Legal Assistant

10-16-14  
Date

END OF DOCUMENT

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-767-5835

Agency Code: 35-351225

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

*Robert Trobec, Kathleen M. Irelan, Ian J. Donald, Jeffrey A. Chandler, Alan P. Chandler, Wendy L. Hingson, Jennifer A. Gareffa*  
of  
*Troy, MI*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*  
Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 15th, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

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

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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

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

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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

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

**EXHIBIT "L"**  
**STATUTORY PAYMENT BOND**  
**DOCUMENT 00611**  
*(See next page)*

«ShortPrjName»  
WBS No. «WBSNo»

**STATUTORY PAYMENT BOND**

Document 00611

**STATUTORY PAYMENT BOND**

Bond #35BCSGS5035

**THAT WE**, Main Lane Industries, Ltd., 6902 Flintlock, Houston, TX 77040, as Principal, hereinafter called Contractor and the other subscriber hereto, Hartford Fire Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$           \*           for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

\* Nine Hundred Ninety-One Thousand Five Hundred and No/100ths (\$991,500.00)

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Contractor has on or about this day executed a contract in writing with the City of Houston for Concrete Panel Replacement for Residential Streets for the Public Works and Engineering Department - Project No. S50-C25106, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

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

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

«ShortPrjName»

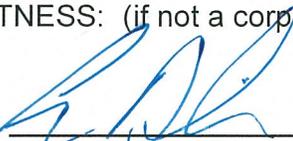
WBS No. «WBSNo»

**STATUTORY PAYMENT BOND**

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

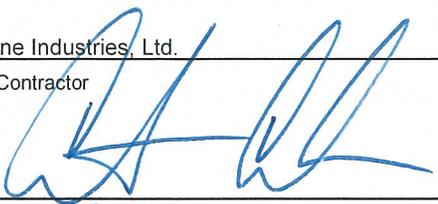
ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

By: 

Name: ERIC DANIELSEN  
Title: CHIEF ESTIMATOR

Main Lane Industries, Ltd.  
Name of Contractor

By: 

Name: ANTHONY COLOMBO  
Title: PRESIDENT  
Date: SEPT. 17, 2014

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(SEAL)

Hartford Fire Insurance Company  
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One Hartford Plaza, T-4  
Address of Surety for Notice

Hartford, CT 06155

(248) 822-6456

Telephone Number of Surety

By: 

Name: Amanda Boyd  
Title: Surety Administrator  
Date: September 15th, 2014

By: 

Name: Jennifer A. Gareffa  
Title: Attorney-in-Fact  
Date: September 15th, 2014

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Legal Assistant

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