

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditure specified below is attached hereto and incorporated hereby by this reference.
- () Other - Grant Funds Available

Annise P. Parker
Lenard P. Parker

Date: 2-25, 2009 City Controller of the City of Houston, Texas

MS
HTS
FUND REF: 4034-3600 AMOUNT: \$377,399.00 ENCUMB. NO.: PRO 4200000621
PC FMBG # 3000 5907 OR 4600009396

City of Houston, Texas Ordinance No. 2009-187

AN ORDINANCE APPROPRIATING THE SUM OF \$377,399.00 OUT OF THE LIMITED USE ROADWAY & MOBILITY CAPITAL FUND AND APPROVING AND AUTHORIZING CONTRACT BETWEEN THE CITY AND STATEWIDE SERVICES, INC. FOR THE CULLEN BOULEVARD BEAUTIFICATION PROJECT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title for the purpose or purposes set out in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$377,399.00**, unless and until this sum is increased by ordinance of City Council.

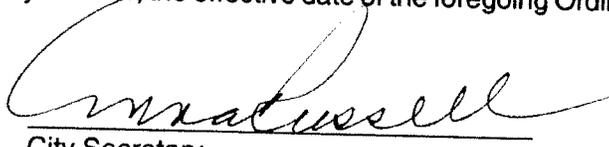
Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 4th day of March, 2009.

APPROVED this _____ day of _____, 20_____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAR 10 2009.


City Secretary

Prepared by Strategic Purchasing Department, Arturo Lopez at Extension 3-8731

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.

2-19-09
Date

D GRAY
Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney

10/95
CAPTION PUBLISHED IN DAILY COURIER
REVIEW
DATE: MAR 10 2009

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
✓		ADAMS
✓		SULLIVAN
✓		KHAN
✓		HOLM
		<i>Vacant</i>
✓		RODRIGUEZ
✓		BROWN
✓		LOVELL
✓		NORIEGA
✓		GREEN
✓		JONES
CAPTION	ADOPTED	

4600009390
09-0187

**AGREEMENT BETWEEN THE CITY OF HOUSTON
AND CONTRACTOR**

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002

Contractor: Statewide Services, Inc.

Address: 6819 Cadillac Street, Houston, TX 77021

Project No.: S50-C23096

The Project Title: Cullen Boulevard Beautification Project

The Project Location: 27 Medians along Cullen Boulevard from South Loop 610
to Meadow Park Road

The City Engineer is: Phil Golembiewski
611 Walker, Houston, Texas 77002

The Architect/Engineer is: Mike Mauer
M2L and Associates
8955 Katy Freeway, Suite #300
Houston, TX 77024

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 issued by the City Purchasing Agent and shall continue for a **one-year period**. **Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions.** If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written 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, City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which Contractor must achieve Substantial Completion.
- 2.5 Should 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 (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
 (2) In order to comply with Article II, Section 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 **\$377,399.00** 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) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATIONS OF FUNDS"

TO: [Statewide Services Inc.]
 FROM: City of Houston, Texas (the "City")
 DATE: [Date of notice]
 SUBJECT: Supplemental allocation of funds for the purpose of the "[Cullen Boulevard Beautification Project]" between the City and (Statewide Services, Inc.) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of the City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ _____, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ _____.

REQUESTED:

SIGNED:

(Signature of the Director)
Director

(Signature of the City Controller)
City Controller of the City

(4) The City Council delegates to the Director the authority to approve up to _____ in Supplemental Allocations without further City Council approval.

(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.

- 3.3 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.
- 3.4 The Contract Amount, for those unit price items of Work listed in the Fee Schedule for Demolition and Tree Planting Services 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 on account of 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 Document 00510 - 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:

- Letter of Clarification No. 1, dated November 12, 2008.
- Letter of Clarification No. 2, dated November 18, 2008.
- Letter of Clarification No. 3, dated November 25, 2008.
- Letter of Clarification No. 4, dated December 04, 2008.

- 6.7 Attachments to this Agreement are as follows:

<u>Document</u>	<u>Title</u>
<input checked="" type="checkbox"/>	Fee Schedule
<input checked="" type="checkbox"/>	2006 Wage Rate for Engineering Construction
<input checked="" type="checkbox"/>	Scope of Services / Letters of Clarification
<input checked="" type="checkbox"/>	Equal Employment Opportunity Clause
<input checked="" type="checkbox"/>	FORM POP 2
<input checked="" type="checkbox"/>	Supplementary and General Conditions
<input checked="" type="checkbox"/>	Performance Bond
<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	One-Year Maintenance Bond
<input checked="" type="checkbox"/>	Certificates of Insurance

This Agreement is effective as of the date of countersignature by the City Controller and is executed in Four original copies of which one is to be retained by the City Controller and two are to be delivered to the Contractor.

CONTRACTOR:

(If Joint Venture)

By: Camell Allison Jr.
Name: Camell Allison Jr.
Title: President
Date: 1-5-2009
Federal I.D. No. 72-1590394

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HOUSTON, TEXAS

APPROVED:

By: John A. Wells
[City Purchasing Agent]

SIGNED:

By: Bill White
[Mayor] Alexander Williams

ATTEST/SEAL:

By: Ann Russell
[City Secretary]

COUNTERSIGNED:

By: Annise D. Parker
[City Controller]
M. William D. Appel

Date Countersigned:

3-12-09

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.

2-19-09
Date

D Gray
Legal Assistant

FEE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Complete demolition within medians and total tree planting to include all labor, tools, material, supplies, supervision, transportation, insurance, permits, clean-up and all other ancillary items/services	lump sum	\$331,000.00
2	Monthly maintenance fee for year one, to include watering, maintenance of trees, maintenance of mulch and stakes	each	\$3.00
3	Monthly maintenance fee for year 2, option year one, to include watering, maintenance of trees, maintenance of mulch and stakes	each	\$3.00
4	Monthly maintenance fee for year 3, option year two, to include watering, maintenance of trees, maintenance of mulch and stakes	each	\$4.00

CITY OF HOUSTON
2006 Labor Classifications and Prevailing Wage Rates
For
Engineering Construction

Classification	Rate	Classification	Rate
Asphalt Distributor Operator	\$10.94	Milling Machine Operator - Fine Grade	\$13.17
Asphalt Paving Machine Operator	\$12.01	Mixer Operator	\$10.33
Asphalt Raker	\$11.13	Motor Grader Operator - Rough	\$13.13
Asphalt Shoveler	\$9.14	Motor Grader Operator	\$11.67
Broom or Sweeper Operator	\$11.19	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter - Structures	\$15.54
Carpenter - Rough	\$12.49	Pavement Marking Machine Operator	\$8.18
Concrete Finisher - Paving	\$11.38	Pile Driveman	\$12.22
Concrete Finisher - Structures	\$10.80	Pipe Layer	\$9.49
Concrete Paving Curbing Machine Operator	\$10.00	Reinforcing Steel Setter - Paving	\$15.14
Concrete Paving Finishing Machine Operator	\$13.07	Reinforcing Steel Setter - Structure	\$13.87
Concrete Paving Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$9.91
Concrete Paving Saw Operator	\$12.75	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$10.43
Concrete Paving Spreader Operator	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.07
Concrete Rubber	\$9.00	Scraper Operator	\$9.92
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$10.96
Crusher and Screening Plant Operator	\$11.29	Sign Installer - PGM	\$8.54
Electrician	\$21.79	Slip Form Machine Operator	\$11.07
Flagger	\$9.42	Spreader Box Operator	\$11.12
Form Builder/Setter - Structures	\$10.50	Structural Steel Worker	\$12.13
Form Liner - Paving and Curb	\$11.75	Tractor Operator - Crawler Type	\$13.00
Form Setter - Paving and Curb	\$10.51	Tractor Operator - Pneumatic	\$10.07
Foundation Drill Operator - Crawler Mounted	\$15.00	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator - Truck Mounted	\$12.73	Truck Driver, Lowboy-float	\$13.16
Front Loader Operator	\$10.65	Truck Driver, Single-Axle - Heavy	\$10.65
Laborer - Common	\$9.15	Truck Driver, Single-Axle - Light	\$10.07
Laborer - Utility	\$9.81	Truck Driver, Tandem Axle Semi-Trailer	\$10.25
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$9.94
Mechanic	\$13.72	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	

**City of Houston
Engineering Prevailing Wages
Classification Definitions
February 1, 2006**

DOL GENERAL DECISION: TX20030125
State: Texas Construction Type: Engineering
County: Harris County
DOL GENERAL DECISION: TX20030048

Date: July 1, 2005

Date: April 8, 2005

Asphalt Distributor Operator \$ 10.94 Rate

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 \$ 12.01 Rate

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 \$ 11.13 Rate

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 \$ 9.14 Rate

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 \$ 11.19 Rate

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 \$ 11.81 Rate

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 \$ 12.49

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 \$ 11.38

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 \$ 10.80

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 \$ 10.00

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 \$ 13.07

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 \$ 11.00

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 \$ 12.75

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 \$ 10.44

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 \$ 9.00

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 g 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 \$ 12.71

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 \$ 11.29

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 \$ 21.79

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 \$ 9.42

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 \$ 10.50

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 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 \$ 11.75

Fits together, aligns and sets 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.

Form Setter, Paving & Curb \$ 10.51

Fits together, aligns and sets 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 \$ 15.00

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 \$ 12.73

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 \$ 10.65

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 \$ 9.15

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 \$ 9.81

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 \$ 9.00

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 \$ 13.72

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 \$ 13.17

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

Mixer Operator \$ 10.33

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

Motor Grader Operator, Rough \$ 13.13

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 \$ 11.67

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 \$ 12.12

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 \$ 15.54

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 \$ 8.18

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 \$ 12.22

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 \$ 9.49

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 \$ 15.14

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 \$ 13.87

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 \$ 9.91

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 \$ 10.43

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 \$ 11.07

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 \$ 9.92

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 \$ 10.96

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) \$ 8.54

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 \$ 11.07

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 \$ 11.12

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 other wise service and make necessary adjustments to equipment as needed. Performs other related duties.

Structural Steel Worker \$ 12.13

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 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 \$ 13.00

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 \$ 10.07

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

Traveling Mixer Operator \$ 11.00

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 \$ 13.16

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 \$ 10.65

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 \$ 10.07

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

Truck Driver, Tandem Axle, Semi-Trailer \$ 10.25

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 \$ 9.94

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

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

SCOPE OF SERVICES

1.0 SERVICES IN GENERAL

- 1.1 The Contractor shall furnish all labor, tools, safety equipment, supervision and transportation necessary to demolish existing pavement in the existing medians and provide topsoil, tree planting and maintenance services for the Parks and Recreation Department in accordance with the provisions of these specifications. The work shall be performed at the locations specified in the "work order". The Contractor shall coordinate its performance of the services with the department Director or its designee.
- 1.2 The contract term will be for a period of two (2) years from the date specified in the Notice to Proceed letter unless sooner terminated according to the terms of the contract. The guarantee period shall survive the expiration of the twenty-four (24) month contract term. The warranty begins on the date of acceptance when the tree is planted and/or replaced.

2.0 STANDARD OF PERFORMANCE AND EMPLOYEES QUALIFICATIONS

- 2.1 The Contractor's performance shall be in accordance with the highest standard prevailing in the tree planting and maintenance industry. The Contractor shall be required to perform and complete the work described in this Contract in a thorough and professional manner. Any item primary, secondary or incidental to the performance of this contract shall be included in this service.
- 2.2 The Contractor shall contact the Director (hereinafter referred to as the Director or his/her designee) by telephone and by E-mail, anytime work at a jobsite is interrupted for any reason, designated jobsite planting schedule is complete, or Contractor is ready for the next scheduled tree planting.
- 2.3 The Contractor must have a degreed Urban Forester and/or be certified by the Texas Nurserymen and Landscape Association (TNLA), with at least five years experience on staff and or subcontractor with the aforementioned credentials to oversee tree planting and maintenance work. The Contractor shall provide all applicable licenses to the City within five working days after receipt of the request from the City to do so.

3.0 WORK OBJECTIVES

- 3.1 Work under this Contract has four broad objectives:
 - 3.1.1 To provide for the safety of people and property.
 - 3.1.2 Remove existing paving materials from the designated medians.
 - 3.1.3 To plant trees and to maintain them in a healthy and vigorous condition.
 - 3.1.4 To maintain the aesthetics of both the trees and the environment.

4.0 CONTRACTOR'S DUTIES

- 4.1 The Contractor shall furnish all trees and associated supplies and materials to provide all services to plant and maintain the trees in accordance with the provisions of this contract. The Contractor shall coordinate its performance of the services with the Director or designee and such other persons as the Director or designee may specify.
- 4.2 The Contractor shall warrant that all of the trees planted shall remain alive at time of planting and healthy until the end of the two (2) year guarantee period (the "guarantee period") from time of planting. The warranty begins on the date the tree is planted and/or replaced.

- 4.3 The Contractor will maintain relevant utility marks in planting area(s).

5.0 ASSIGNMENT OF WORK

- 5.1 The Contractor shall be notified by the Director or its designee, by telephone or E-mail, when a "work order" has been prepared. The Contractor shall pick up the "work order" within two (2) working days after receiving telephone notification. The work involved for a "work order" shall be completed within fifteen (15) Calendar days from the date the Contractor receives the "work order". If there is inclement weather or extenuating circumstances during the work period, the Director or its designee may extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the Director's representative.
- 5.2 All trees to be planted and maintained shall be located at the 27 Medians along Cullen Boulevard from outside South Loop 610 to Meadowpark Road.

6.0 PERFORMANCE OF WORK

- 6.1 The Contractor shall fax, or e-mail its work locations for a particular day to the Director or its designee between 7:00 a.m. and 9:00 a.m. each workday.
- 6.2 Work hereunder shall be performed on City property, which may include street right-of-ways, parks, esplanades, parkways, and other City properties.
- 6.3 The Contractor shall locate or have located all underground utilities, and maintain relevant utility marks that may interfere with the planting location. If utilities do interfere with planting location the Director or its designee may choose to substitute the "work-order".

7.0 TREE PLANTING SPECIFICATIONS

- 7.1 All trees shall be of first quality and shall be healthy representatives of their species and variety. Trees to be planted shall have straight trunks and uniformly shaped crowns. All trees shall be tagged with the scientific and/or common name and shall have been grown to standards of the American Association of Nurserymen and shall meet the standards set in ANSI Z601 American Standard for Nursery Stock.
- 7.2 All trees shall be container grown (no ball and burlap trees) with trunk caliper measured at six (6) inches above soil level. All trees must meet the size criteria stated in Section 7.3 or be approved by the Parks and Recreation Department coordinator.
- 7.3 5 Gallon, Height: 2 to 5 feet, Caliper: 0.5 to 0.75 inches, Crown: 3 to 4 feet
15 Gallon, Height: 5 to 7 feet, Caliper: 1.25 to 1.75 inches, Crown 3 to 4 feet
30 Gallon, Height: 8 to 10 feet, Caliper: 2 to 2.25 inches, Crown: 4 to 5 feet
- 7.4 Some species will not meet the above specification listed in Section 7.3, all trees that do not must be approved by the Director or designee prior to planting.
- 7.5 The Director or its designee shall have the authority to suspend the Contractor's operations in whole or part for such period or periods of times as it considers unfavorable for tree planting. The Director or its designee shall also have the authority to order the resumption of any operations, which may have been suspended by the Contractor as a result thereof. Any notification to suspend or resume operations shall be through official correspondence signed by the Director or its designee.
- 7.6 The Contractor shall transport and handle trees with adequate protection during delivery, includes covering trees to be planted with tarpaulin or transporting them in an enclosed truck. The

Contractor is responsible for loading and unloading at the job site. The Contractor assumes all risk and expense of the storage of any and all unplanted trees. No trees shall be left unplanted on the job site without proper security.

- 7.7 The Contractor shall abide by the following guidelines for planting the trees herein. Holes for the trees shall be excavated to twice (2) times in width the diameter of the tree soil ball with the sides of the hole being vertical and the bottom horizontal. Trees are to be planted with the top of root ball one and half (1.5) inches above existing grade. The Contractor at his sole expense shall dispose of all surplus excavation materials. Under no circumstance are holes to be left uncovered overnight. Trees will be gently removed from the container and set in an upright plumb position at a depth one and a half (1.5) inches higher than the tree grew in the container, unless otherwise specified by the Director or its designee. Care will be taken so as not to injure the root system, trunk or foliage.
- 7.8 The backfill shall consist of topsoil excavated from the planting hole. If there is insufficient topsoil, a supplement of similar topsoil, approved by the Director or its designee, will be furnished by the Contractor at the contractor's expense. Each planting hole shall be backfilled with an approved soil and tamped lightly and carefully so as not to damage the tree roots.
- 7.8.1 Each tree will be fertilized utilizing Osmocote™ slow release fertilizer, Microlife™, organic fertilizer, or approved equal, per the manufacturers recommended ratio. One-half (1/2) cup hydrogel per tree will be added as hole is backfilled. A product containing mycorrhizae (such as Mycor™) shall be added with the fertilizer.
- 7.8.2 The tree shall then be watered so as to settle the soil around the roots and shall maintain adequate moisture levels within the rooting area of all planted trees. Adequate moisture level is defined as a consistent supply of water applied to the trees root ball area so that the tree produces healthy green foliage during the growing season and maintains viable buds during the dormant season. Watering can be accomplished through truck watering or where viable temporary irrigation installation is available, but shall be dispensed in a method not to create run-off.
- 7.8.3 The Contractor shall water the trees at a minimum of every twenty-one (21) days during the months of November, December, January and February with each tree receiving a minimum of ten (10) gallons per each (1) inches diameter of tree; every fourteen (14) days during the months of March and October with each tree receiving a minimum of ten (10) gallons per each (1) inches diameter of tree; and every seven (7) days during the months of April, May, June, July, August and September with each tree receiving a minimum of ten (10) gallons per each (1) tree planting. The Director or its designee shall also have the authority to order the resumption of any operations, which may have been suspended by the Contractor as a result thereof. Any notification to suspend or resume operations shall be through official correspondence signed by the Director or its designee .
- 7.8.4 Pruning shall be done according to recognized horticultural standards or at the instructions of the Director or its designee. All damaged limbs shall be removed. The Contractor shall ensure that the tree maintains a shape appropriate to its species.
- 7.8.5 All trees shall be staked in a north-south pattern. All trees shall be staked with two (2) stakes at time of planting. All stakes will be six (6) foot, pressure treated, lodge pole type posts. All trees will be tied or guyed with a half-inch (1/2") web material arbor-tie in a manner that is both secure and non-injurious to the tree and approved by the Director or his designee. The contractor must maintain the stakes in an upright positions and will be required to remove all stakes from the trees at the end of an 18-month period, except as directed by the Director or its designee.

- 7.8.6 The mulched areas shall be maintained free of weeds and grass vegetation with a minimum of 3 to 4 inch mulch cover for the maintenance period of twenty-four (24) months. If so indicated on the "work-order" mulch may be required to be placed in-between trees in groupings. All areas are to be re-mulched twice a year.

8.0 SELECTIVE DEMOLITION

PART 1 - GENERAL

8.1 DESCRIPTION

- 8.1.1 This section includes all material, labor, machinery and supervision required to demolish and remove the following items where applicable and as noted on the Drawings:

8.1.1.1 Concrete paving, asphaltic concrete pavement, and base courses.

8.1.1.2 Any other items specifically called for in the Drawings

8.1.1.3 Off-site Disposal of all demolished materials and equipment.

8.2 SUBMITTALS

- 8.2.1 The Contractor shall submit proposed methods, equipment, materials and sequence of operations for demolition. The contractor shall describe coordination for shutting off, capping, and removing temporary utilities and plan operations to minimize temporary disruption of utilities to existing facilities or adjacent property.

- 8.2.2 The Contractor shall submit proposed demolition and removal schedule for approval and notify department Director or its designee in writing at least 48 hours before starting demolition.

- 8.2.3 The Contractor shall obtain a permit for demolition and sidewalk closures, as required.

8.3 ENVIRONMENTAL CONTROLS

- 8.3.1 The Contractor shall minimize spread of dust and flying particles and if required by governing regulations, use temporary enclosures and other suitable methods to prevent the spread of dust, dirt and debris.

- 8.3.2 The Contractor shall use appropriate controls to limit noise from demolition to levels designated in City ordinances.

- 8.3.3 The Contractor shall not use water where it can create dangerous or objectionable conditions, such as localized flooding, erosion, or sedimentation of nearby ditches or streams.

- 8.3.4 The Contractor shall stop demolition and notify department Director or designee if underground fuel storage tanks, asbestos, PCB's, contaminated soils, or other hazardous materials are encountered.

8.3.5 The Contractor shall dispose of removed equipment, materials, waste and debris in a manner conforming to applicable laws and regulations.

8.4 EXISTING CONDITIONS

8.4.1 The Contractor shall conduct demolition to minimize interference with driveway access. Maintain egress and access at all times.

8.4.2 The Contractor shall provide, erect, and maintain temporary barriers and security devices as required by the City of Houston.

8.5 HAZARDOUS MATERIALS

8.5.1 It is not expected that hazardous materials will be encountered in the Work.

8.5.2 If materials suspected of containing hazardous materials are encountered, the Contractor shall not disturb; immediately notify the department Director or designee.

8.6 DEMOLITION SUBMITTALS

8.6.1 Qualification Data: For demolition firm.

8.6.1.1 The Contractor shall have a minimum of 5 years experience in demolition or closely related work.

8.6.1.2 The Contractor shall provide at least 7 references to related work.

8.6.2 The Contractor shall Schedule Selective Demolition Activities: by indicating the following:

8.6.2.1 Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.

8.6.2.2 Means of protection for items to remain and items in path of waste removal from the site.

8.7 PRE-DEMOLITION PHOTOGRAPHS

8.7.1 The Contractor shall show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit photographs before Work begins.

8.8 REGULATORY REQUIREMENTS

8.8.1 The Contract shall conform to applicable codes for disposal of debris.

8.8.2 The Contractor shall coordinate removal work with utility companies.

8.9 MEASUREMENT AND PAYMENT

- 8.9.1 Construction and Tree Planting Stipulated Price (Lump Sum): The Contract is a Stipulated Price Contract, payment for labor, materials, and all miscellaneous costs required as part of the work required.
- 8.9.2 Maintenance Stipulated Price (monthly fees): The Contract shall warrant a 24 month period after planting and to include monthly, watering, maintenance of trees, maintenance of mulch and stakes

PART 2 - MATERIALS

8.10 EQUIPMENT AND MATERIALS FOR DEMOLITION

8.10.1 The Contractor shall use equipment and materials approved under Submittals. 8.2

8.10.2 Fires are not permitted.

8.10.3 The Contractor shall not use a "drop hammer" where the potential exists for damage to underground utilities, structures, or adjacent improvements.

PART 3 - EXECUTION

8.11 PREPARATION

8.11.1 The Contractor shall procure lane closure, sidewalk and, required permits from City of Houston erect traffic barriers, maintain traffic flow as required and as directed by department Director designee.

8.11.2 The Contractor shall verify dimensions and limits of all removal work. Prior to demolition, make inspection with department Director or designee to determine the condition of existing structures and features adjacent to items designated for demolition.

8.11.3 The Contractor shall identify all below grade utilities and stake/flag locations.

8.11.4 The Contractor shall remove concrete starting at joints or along neat saw cut lines.

8.11.5 The Contractor shall at locations designated on the drawings, or as directed, a sawed cut will be made to provide a clean, neat edge for removing concrete pavement, concrete base and asphaltic concrete surfacing. Existing curb and concrete curb and gutter to be protected.

8.11.6 The Contractor shall verify that utilities have been disconnected and capped.

8.12 PROTECTION OF PERSONS AND PROPERTY

8.12.1 The Contractor shall protect and replace if damaged or displaced, the following items at no additional cost to the Owner or property owner.

8.12.1.1 Adjacent public and private property.

8.12.1.2 Trees, plants, and other landscape features designated to remain.

8.12.1.3 Utilities designated to remain, including but not limited to manhole covers, water meter boxes, fire hydrants and valve covers.

8.12.1.4 Pavement and utility structures designated to remain.

8.12.1.5 Benchmarks, monuments, and existing structures designated to remain.

8.12.1.6 Other structures or features damaged by the Contractor.

8.12.2 The Contractor shall provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.

8.12.3 The Contractor shall maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.

8.12.4 The Contractor shall erect and maintain enclosures, barriers, warning lights, and other required protective devices.

8.13 UTILITY SERVICES

8.13.1 The Contractor shall be responsible at no additional cost to the City, for any and all work, expenses, or special precautions caused by the existence or proximity of utilities encountered in performing the work hereunder. All workmen working in the vicinity of utility lines shall be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site.

8.13.2 Utilities are taken into account in the design prepared by the Director or designee. Utilities will remain marked throughout the tree plantings. The Contractor may move the trees slightly if interference by a utility line, but a movement of more than 18" must be pre-approved by the Director or designee. The Contractor should ensure relevant markings are maintained to avoid damages.

8.13.2 The Contractor's site supervisor or supervisors in charge of any group or groups shall be fully aware of the safety procedures and ANSI standards to be followed in case of an accident involving utility lines. When subsurface utilities are encountered during tree planting, the Contractor shall immediately notify the responsible utility agency or company, and the Director or designee. The Contractor, at its expense, shall restore to its original condition all damages and alterations to utilities, and other property damaged by it.

8.14. DEMOLITION OF PAVEMENTS AND OTHER STRUCTURES

8.14.1 The Contractor shall remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

8.14.2 The Contractor shall minimize amount of earth loaded during removal operations.

8.14.3 The Contractor shall where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Concrete, masonry or asphalt shall be broken up into pieces not greater than 18 inches in any dimension by

air-driven machinery or other suitable means. Reinforcing steel shall be cut as necessary for satisfactory removal and disposal.

8.14.4 The Contractor shall saw cut with a power-driven concrete pavement saw.

8.14.5 The Contractor shall remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition. Demolish material shall not be buried on site and shall be disposed of off site.

8.15 DISPOSAL

8.15.1 The Contractor shall dispose of all debris, trash, and remaining materials not needed. The Contractor shall dispose of them in a manner consistent with applicable municipal, state, and federal laws.

8.16 BACKFILL AND FILLING VOIDS

8.16.1 The Contractor shall prior to placement of fill materials ensure that areas to be filled are free of standing water, trash, and debris.

8.16.2 The Contractor shall place fill materials in horizontal layers not to exceed 6 inches in loose depth. After fill placement and compaction grade surface to meet adjacent contours and to provide flow to surface drainage structures.

8.16.3 The Contractor shall provide a maximum of four inches (4") of topsoil where concrete paving or asphalt paving was removed from the median.

8.16.4 The Contractor shall not backfill with material from demolition.

8.17 CLEANING

8.17.1 The Contractor shall clean adjacent area and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

9.0 GENERAL GUIDELINES

9.1 The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each service. All control devices and installation shall be in conformance with the "Barricade Standard" (T&T #3723), "Typical Urban Construction Sign Standard" (T&T #3729), and part VI of the 1980 Texas Manual of Uniform Traffic Control Devices, (latest edition). No direct compensation will be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any service. Any deviation or change shall be subject to the written approval of the Traffic Engineer. In addition, if any portion of a major thoroughfare will have to be blocked off because of work to be performed, the Contractor shall submit a general traffic-handling plan to the Director/designee following the Texas manual on Uniform Traffic Control Devices and obtain approval of that plan from the Traffic Engineer.

- 9.2 No direct compensation will be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any service.
- 9.3 If any portion of a major thoroughfare will have to be blocked off because of work to be performed, the Contractor shall submit a general traffic-handling plan to the Director or its designee following the Texas manual on Uniform Traffic Control Devices and obtain approval of that plan from the Traffic Engineer.
- 9.3.1 The Contractor shall report any conditions foreseen before commencing or during the work that will adversely affect the performance of the work to the Director/designee in writing or by telephone.
- 9.3.2 Trees shall be at least seventy-five (75) feet from the esplanades nose at an intersection with a traffic control signal and at least fifty (50) feet from the esplanade nose at mid-block opening.

10.0 TREE MAINTENANCE

- 10.1 The Director or its designee shall inspect the initial work done under this contract to verify that services provided are in accordance with the specifications and that it is accepted. The contractor shall notify the Director or its designee when a location is finished. After the inspection has occurred, the Director or its designee will notify the Contractor in writing that work performed is accepted and the date on which the guarantee period is to begin for each tree planted and accepted, or any trees planted that have not been accepted and deficiencies needing to be corrected.
- 10.2 Near the end of the warranty period, the Director or its designee shall inspect all of the trees planted under the contract to determine final acceptance.
- 10.3 The Contractor shall water all trees planted to maintain healthy, live and thriving trees until the end of this Contract. Should a tree experience wilting and/or defoliation, or any other signs of stress, the Contractor shall water the trees as needed to ensure the trees remain healthy and vigorous and maintain an aesthetically pleasing appearance.
- 10.4 The twenty-four (24) month maintenance period shall commence after the initial inspection and approval date of the tree planting.
- 10.5 All damage caused by workmen engaged in work under this Contract will be repaired by the Contractor without delay at its sole cost and expense. Skilled workmen acceptable to the Director or its designee will carry out repair work and the Director or its designee prior to final payment must approve all repair and replacements hereunder

11.0 SITE CLEAN-UP

- 11.1 At the end of each work day, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches caused by it; and all parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.
- 11.2 Once the tree(s) have been planted, all debris, unless otherwise specified in this Contract, will be considered the property of the Contractor who shall dispose of them in a manner consistent with applicable municipal, state, and federal Laws.
- 11.3 In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel and

garden areas shall be left "fan rake clean". All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone and similar surfaces shall be "broom clean" when the site is vacated at the end of each shift and at the end of each day.

- 11.4 The Director or its Designee shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this contract.

12.0 UTILITIES

- 12.1 The Contractor shall be responsible at its own cost for any and all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines shall be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The contractor's site supervisor or supervisors in charge of any group or groups shall be fully aware of the safety procedures and ANSI standards to be followed in case of an accident involving utility lines. When subsurface utilities are encountered during tree planting, the Contractor shall immediately notify the responsible utility agency or company, and the Director or its designee. The Contractor, at its expense, shall restore to original condition all instructions, facilities, and other property damaged by his work.

13.0 LABOR SUPERVISION AND PROPERTY DAMAGE

- 13.1 The Contractor shall keep a project manager/supervisor on the work site at all times. That supervisor shall represent the Contractor in its absence and all directions given by and to the supervisor shall be binding as if given to the Contractor. The Contractor shall properly protect public and private property including but not limited to streets, curbs, sidewalks, driveways, houses, trees, shrubbery, lawns, retaining walls, fences, gates, and utilities. Any damage to such property by the Contractor's employees or equipment shall be repaired and restored to its original condition by the Contractor. The Contractor shall pay any and all such costs, which may be required in the repairing or replacement of any item that is damaged.
- 13.2 The Contractor shall immediately report to the Director or its designee any damage to furnishings or property caused by Contractor's personnel or subcontractors while performing services pursuant to the contract.
- 13.3 If it appears that a motor vehicle shall hinder work operations hereunder, the Contractor shall be responsible for contacting the owner of the vehicle to have the owner move the vehicle. The Contractor shall take all necessary precautions for the safety of its employees and the public and shall provide and adequately maintain all necessary safeguards at all times as required by the conditions and progress of the work. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws and codes to prevent accident or injury to persons or property.

14.0 ADDITIONS & DELETIONS

- 14.1 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

then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

15.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of demolition and tree planting services during the term of this contract. The quantities may vary depending upon the actual needs of the user 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 requiring all the quantities specified herein.

16.0 WARRANTY OF SERVICES

- 16.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.
- 16.2 "Correction" as used in this clause, means the elimination of a defect.
- 16.3 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.
- 16.4 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.
- 16.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

17.0 PERFORMANCE TIME

- 17.1 The Contractor shall have **100 calendar days** to complete all work associated with and required by the contract.

LETTER'S OF CLARIFICATION #1 THROUGH #4

Date: November 12, 2008

Subject: **Letter of Clarification No. 1** for the Cullen Boulevard Beautification Project
for the Parks and Recreation Department

Reference: Bid Inv. No: S50-C23096

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:
To change the Scope of Work:

1. Delete page 21 of 29 and replace with the attached revised page 21 of 29 marked, "Revised 11-12-08"

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Revised page 21 of 29 marked "Revised 11-12-08".

Date: November 18, 2008

Subject: **Letter of Clarification No. 2** for the Cullen Boulevard Beautification Project
for the Parks and Recreation Department

Reference: Bid Inv. No: S50-C23096

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:
To change the Invitation to Bid:

2. Delete page 1 of 29 and replace with the attached revised page 1 of 29 marked, "Revised 11-18-08"

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Revised page 1 of 29 marked "Revised 11-18-08".

CITY OF HOUSTON
INVITATION TO BID
November 7, 2008

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, December 4, 2008**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

CULLEN BOULEVARD BEAUTIFICATION PROJECT
FOR THE PARKS AND RECREATION DEPARTMENT
Bid No. S50-C23086
NIGP Code: 988-52

Buyer:

Questions regarding this solicitation should be addressed to Arturo Lopez, Senior Procurement Specialist, at **832-393-8731** or e-mail to **arturo.lopez@cityofhouston.net**

Electronic Bidding:

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #1, City Hall, 901 Bagby, at 10:00 a.m. on Tuesday, November 18th, 2008. The site visit will be scheduled at the pre-bid conference.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing/index.html. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it. City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances Section 15-1.

***CONTENTS :**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL TERMS AND CONDITIONS, SUPPLEMENTARY CONDITIONS AND BOND FORMS

*NOTE 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of letters of clarification. Therefore, bidders must read the solicitation document in its entirety and comply with all the requirements set forth therein.

*NOTE 2: To be considered for award please submit the electronic bid form and the forms listed in section A, including the signature page, which must be signed by a company official authorized to bind the company and a 10% Bid Bond.

Date: November 25, 2008

Subject: **Letter of Clarification No. 3** for the Cullen Boulevard Beautification Project for the Parks and Recreation Department

Reference: Bid Inv. No: S50-C23096

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons: To answer questions posed by prospective bidders.

1. **Question: I understand that we will be submitting our bid electronically as well a hard copy. We will present our bid bond in a hard copy form, but I have never tried to do an electronic bid bond. Are you expecting a digital version of the bid bond?**

Answer: The bid bond is only required in hard copy.

2. **Question: during the excavation process, we will be removing all the material to a level approximately 6" below top of curb. The plans indicate 4" to 6" of hardwood mulch. The tree planting detail (Detail 2, Sheet L2-002) indicates planting the trees in native soil. It seems that we may need to fill at least a portion with select fill or sand or topsoil to prevent the trees being planted in mulch only. Or, we may be able to "crown" the existing sub-grade to provide stability for the trees. Can I get some guidance on this?**

Answer: The tree should be planted in top soil with 4" to 6" of mulch - It is not to be planted in mulch - and the area should be crowned for drainage.

3. **Question: Just to make sure, are we to mulch from curb to curb?**

Answer: Yes

4. **Question: We are staking the 30-gallon trees with two T-posts as per the drawings. Will staking be required for the 15-gallon and 5-gallon trees?**

Answer: It should be a lodgepole not a T-post

5. **Question: We have a discrepancy on the trees. The "Planting List" indicates 197 Bald Cypress in 5-gallon and no Cedar Elm in 5-gallon. The plan notes indicate 197 Cedar Elm and no Bald Cypress. Can we get a clarification?**

Answer: The plans are correct. The planting list on sheet L2.2 incorrectly states that there are 197, 5 gallon, Bald Cypress. There are 0 - 5 gallon Bald Cypress. There are 197 - 5 gallon Cedar Elm. Drawing L2-002 has been added to correct the error. A PDF version of the revised drawing can be viewed at the following web link;

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>

6. **Question: No irrigation system is mentioned. Are we to assume truck-watering for establishment, the one-year maintenance and the two additional one-year options?**

Answer: Yes

7. **Question: We will need access to water. I am assuming it will be via a 2" temporary fire hydrant water meter. Will the City provide the water meter free of charge? Will the City pay for the water or will the contractor be responsible for the water.**

Answer: It shall be the Contractors responsibility to provide the meter and pay all costs associated with extracting the water from the City's system. City will not provide meters or free water.

8. Question: At what point will the City assume responsibility for the trees in regards to theft or traffic accidents? Will it be after the first year? Or the date of Substantial Completion? Will it be possible to have the City accept Substantial Completion on ½ or ¼ of the project?

Answer: The City will assume responsibility on the date of all approved demolition and planting of trees. The 24 month maintenance period starts the day after approval and acceptance of the project. There is no provision for a partial/substantial completion of the project.

9. Question: Is there a City of Houston Parks and Recreation facility near the job site, which we could use for storage of the traffic drums, arrow panel and safety signs?

Answer: No, the City will not provide space for storage. It shall be the Contractors responsibility to locate a storage site for its equipment and materials.

10. Question: The traffic plan indicates that our work hours are Monday through Friday from 9:00 to 4:00. Will the City allow work being done on Saturday? If yes, can we start earlier in the day?

Answer: The City has set the work hours so the project doesn't interfere with "rush" hour. The City has stipulated that there are no lane closures before 9:00 a.m. but that the Contractor could begin at 7:00 a.m. The City shall not allow work on Saturday since no one would be available to inspect or handle issues that arise.

11. Question: The traffic plan indicates that we must have an off-duty uniformed Police Officer direct traffic while a lane is closed. In some cases, we may be able to do some work within the median without closing a lane and, thus without a Police Officer. Is the City okay with this...or do we need a uniformed Police Officer during all of the work hours?

Answer: If a lane closure is necessary during the working hours of this project, it is mandatory that an off-duty uniformed Police Officer be on site. Please refer to the scope of work, General Guideline 9.0 for guidance on this matter.

12. Question: Is there any wiggle room in the start date for this project once it has been approved from council? Specifically, could we start at the beginning of February instead of the beginning of January?

Answer: There is no wiggle room. The selected Contractor must be ready to start work upon the receipt of the "Notice to Proceed".

13. Question: Does the new clarification sheet yesterday mean that additional companies will be allowed to bid the job other than those of us that were at the pre bid?

Answer: Yes, in the Letter of Clarification #2, the Mandatory requirement was removed to allow all interested Contractors the opportunity to bid on the project.

14. Question: What is the extent of demolition?

Answer: Only +/- 20 feet of pavement on each side of median is to remain. The Contractor shall be required to remove +/- 4" of asphalt topping down to natural grade and dispose of. Based on visual inspection there does not appear to be a sub-base below the +/-4" depth.

15. Question: What is the extent of Mulch/Turf?

Answer: All medians are to receive mulch, there is no turf.

Note, no further questions will be accepted after the publication of this Letter of Clarification.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Date: December 4, 2008

Subject: **Letter of Clarification No.4** for the Cullen Boulevard Beautification Project, for the Parks and Recreation Department

Reference: Bid Inv. No: S50-C23096

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:

The bid due date has been changed from December 4, 2008, 10:30 AM to December 11, 2008, 10:30 AM.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez
Senior Procurement Specialist
832-393-8731

DRUG POLICY COMPLIANCE AGREEMENT

I, CAMELL Allison Jr. President as an owner or officer of
(Name) (Print/Type) (Title)

Statewide Services, Inc. (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 1-5-2009

Contractor Name Statewide Services, Inc

Signature CAMELL Allison Jr.

Title President

**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, Camell Allison Jr.
(NAME) (PRINT/TYPE)

as an owner or officer of Statewide Services, Inc. (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.

1-5-2009
DATE

Statewide Services, Inc.
CONTRACTOR NAME

Camell Allison Jr.
SIGNATURE

President
TITLE

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (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 _____ to _____, 20_____.

_____ 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).

_____ 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.

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

_____ 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 _____.

_____ Initials From _____ to _____ the following test has occurred
 (Start date) (End date)

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

_____ 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.

_____ 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.

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Statewide Services, Inc. (Contractor/Subcontractor) \$ (Amount of Contract)

Contractor Address: 6819 Cadillac Houston, Tx 77021

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

Project Name: [Legal Project Name] Cullen Blvd Beautification

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor 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 each covered employee, including those of subcontractors subject to the program.

[X] Yes [] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

[] Yes [] No Contractor agrees to offer health benefits to each covered employee, including compliance by the subcontractors that meet or exceed the following criteria: (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[] Yes [] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[] Yes [] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

[] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and

Table with 3 columns: Following Information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. of Employees on City Job, No. of Employees-"Playing", No. of Employees -"Paying" (with value 3), and No. of Employees "Exempt".

and correct.

Contractor Signature: [Signature] DATE: 1-5-2008

NAME AND TITLE (Print or type): Cancell Allison, Jr. President

CITY OF HOUSTON -- BIDDER'S BOND

(Must be in an amount at least 10% of the bid. If the bid is upon alternates this bond must be for at least 10% of the highest amount for which the bidder offers to do any or all the work bid upon.)

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$ _____ Dollars (\$ _____).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. C23096

Cullen Boulevard Beautification Project

In accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 2008.

PRINCIPAL

By _____

By _____

Surety

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.