



## **Procurement Operations**

### **Request for Proposals (RFP)**

**Project Title: Job Order Contracts (JOC)  
for Facilities Modification or Repair**

**Project No. 11-24**

# REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

**REQUEST FOR PROPOSALS - SUMMARY**

**Date:** February 11, 2011

**Project Title:** Job Order Contracts (JOC) for Facilities Modification or Repair

**Project No.:** 11-24

.....  
**ISSUED BY:**

Houston Community College  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002

**SUBMIT INQUIRES TO:**

Name: Georgia Coats  
Title: Purchasing Agent  
Telephone: (713) 718-5004  
Fax: (713) 718-2113  
Email: georgia.coats@hccs.edu  
.....

**Project Overview:**

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Job Order Contracting Services (JOC). Such work will include but is not limited to, minor modifications, renovations, repairs and alterations at all HCC campuses. Compensation for these services will be based upon a coefficient applied to the "R.S. Means Facilities Construction Cost Data for the Houston Region", latest edition. (Please refer to Attachment No. 2, Price Proposal).

**Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

**Pre-Proposal Meeting:**

A non-mandatory pre-proposal meeting will be held in the HCC Auditorium, 3100 Main Street (2nd Floor) Houston, Texas 77002 on February 23, 2011 at 2:00 P.M. (local time).

**Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide the required Job Order Contract (JOC) Services until 3:00 P.M. (local time) on March 08, 2011. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:** The anticipated contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years.

**Obligation and Waivers:** This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

**Bonds:** Bonds will be required at the time a purchase order is issued for a specific project or group of projects. (See Attachment 4, Paragraph 25).

**Prevailing Wage:** The Prevailing Wage Rates for this solicitation are those of the City of Houston, Texas. (See Attachment 4, Paragraph 24).

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND /OR PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

HCC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

## INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Job Order Contract Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and six (6) copies of the technical and price proposals to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Proposal / Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) \*\*\* Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)
- Disclosures: Financial Interests & Potential Conflicts of Interest (Attachment No. 17)

The envelope containing a proposal shall be addressed as follows:

- Name, Address and Telephone Number of Proposer;
- Project Description/Title;
- Project Number; and
- Proposal Due Date/Time.

All proposals shall be submitted to the following address:

Houston Community College  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 11-24  
Attn: Georgia Coats

3. **Eligibility for Award**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
  - Have a satisfactory record of past performance:
  - Have necessary personnel and management capability to perform any resulting contract:
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 of this solicitation

#### 4. **Preparation of Proposal**

This Request for Proposal contains two parts which must be completed and submitted to the Houston Community College: The technical proposal and the pricing proposal as described herein. Both documents must be received by the date and time established in the solicitation for receipt of proposal.

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.

- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project, also include performance history as it relates to management of subcontractors. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation. Provide detailed information showing small business participation in major project with small business goals that firm has completed.
- **Safety Program:** This section shall include policies and procedures that the firm has in place to ensure employee safety, compliance with OSHA regulation standards, firm’s code of safety practices and safety policy statement outlining the goals of the program. Firm shall identify the safety program coordinator and the methods by which your firm will utilize to communicate the importance of safety to the employees. Firm must provide procedure for accident investigation and reporting policies with instructional materials used when conducting accident investigations
- **Quality Control:** This section shall include quality related activities associated with the creation of project deliverables. Provide firm’s philosophy as it relates to acceptable quality and how firm ensures that the deliverables are complete and accurate.

**b. Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Price Proposal).

**5. Evaluation Criteria**

An Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<b><u>FACTOR</u></b>	<b><u>Percentage Weight</u></b>
• Project Understanding and Management:	15%
• Qualifications and Experience of Firm:	20%
• Qualifications and Experience of Personnel:	15%
• Small Business Commitment:	10%
• Completeness of Technical Proposal	10%
• A Safety Program	10%
• Quality Control	10%
• Price Proposal	<u>10%</u>
Total:	100%

**6. Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 or this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposals submitted and documents and consider the proposal for award. HCC also reserves the right to award multiple contracts against this solicitation.

7. **Postponement of Proposals Due Date/Time**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCC's discretion.

8. **Oral Presentations**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

9. **Small Business Development Program (SBDP)**

a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.

b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.

c. For this solicitation, HCC has established thirty-five (35) percent **(35%)** of the total contract value (based on actual payments) as its goal for small business participation.

d. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

e. To the extent consistent with industry practices, divide the contract work into reasonable lots.

f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.

g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

11. **Prime Contractor/Contracts for Services**

The prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

12. **Internship Program**

a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.



13. **Prohibited Communications**

Except as provided in exceptions below, the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- [1] Between a potential vendor, subcontractor to vendor, service provider, proposer, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or designee; or
- [2] The award recommendations are considered by the Board at a duly-noticed public meeting.

In the event the Board refers the recommendation back to staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

14. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

15. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC.

16. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at [www.hccs.edu](http://www.hccs.edu). Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

17. **Texas Public Information Act**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("the Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

18. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

19. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

20. **Ethics Conduct**

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

21. **No Third Party Rights**

This Contract is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22. **Submission Waiver**

By submitting a response to this RFP, the Offerer or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

**ATTACHMENT NO. 1**

**HOUSTON COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS**

**PROPOSAL/CONTRACT AWARD FORM**

.....  
**PROJECT TITLE: Job Order Contracts (JOC) for Facilities Modification or Repair**  
**PROJECT NO.: 11-24**  
.....

Name of Proposer/Contractor: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Receipt of Proposal Amendment Number(s): \_\_\_\_\_

.....  
In compliance with the requirements of this Request for Proposals for \_\_\_\_\_, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

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

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

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

(Note: This page will be completed by HCC.)

.....  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)

Project No. 11-24  
.....

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at [www.hccs.edu](http://www.hccs.edu), incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2011

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

Title: Executive Director, Procurement Operations

## ATTACHMENT NO. 2

### PRICE PROPOSAL FOR JOB ORDER CONTRACTS (JOC) for Modification or Repair

The Proposer/Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead & profit to perform all services necessary and required for the Job Order Contract (JOC) Program, in accordance with the terms and conditions of the sample contract. Work requirements will be specified in individual purchase orders issued by Houston Community College.

		Proposed Coefficient (0-\$2,000,000.)*	Proposed Coefficient (\$2,000,000.-Above)*
001	Standard Labor		
002	Non-Standard Labor		
003	Mark-up for Non-Priced Items	_____ %	_____ %

**Method of Pricing:** R.S. Means Facilities Construction Cost Data Catalog for the Houston Region, latest edition.

**Notes:**

1. The first coefficient factor will be applied to R.S. Means Unit Price Book Items anticipated to be accomplished during normal working hours\*\*. The second coefficient factors (Item No. 2, above) will be applied to the R.S. Means Unit Price Book Items anticipated to be accomplished during other than normal working hours.
2. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price Book, including applicable Coefficient adjustment as set forth above, and the quantities mutually agreed to by the Contractor and HCC prior to the issuance of a work request/purchase order. The proposed Coefficient factors shall be firm for the duration of the contract. The R.S. Means prices contained in the Unit Price Book shall be firm for the term of the contract and will be replaced each contract term, on the anniversary of the contract, with the unit prices in the most current R.S. Means Facility Construction Cost Data Catalog for the Houston Region, latest edition.

\* **Based on cumulative total of the contract amount and not individual purchase orders/work requests.**

\*\* **HCC considers normal working hours to be Monday – Friday between 8:00 A.M. – 5:00 P.M. (local time).**

**ATTACHMENT NO. 3**  
**PERFORMANCE OF WORK**  
**FOR**  
**JOC SERVICES**

**I. SCOPE**

Except as may be specified elsewhere in this contract, the Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work, which shall be defined in each work request /purchase order. All work shall be performed in accordance with the requirements set forth in this contract and in each mutually agreed upon work request and purchase order issued by HCC.

**II. ACCEPTANCE OF WORK**

The Executive Director of Maintenance or designee will be responsible for inspecting and accepting the work performed by the contractor under this contract.

## ATTACHMENT NO. 4

### GENERAL TERMS AND CONDITIONS

**1. Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

**2. Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be three (3) years unless extended or terminated by HCC in accordance with the terms and conditions of this contract.

**3. Period of Performance**

A. The term of this contract shall commence upon issuance of the first purchase order/work request, whichever shall constitute a written notice to proceed, or within ninety (90) calendar days of the Notice of Contract Award, whichever is earlier.

B. The period of performance for each work request/purchase order shall be as specified in the individual work request/purchase order. The Contractor agrees to meet the required performance schedule as set forth in each work request/purchase order.

C. When the Contractor considers the work specified in each work request/purchase order complete and ready for its intended use, the Contractor shall request the HCC Representative to inspect the work to determine the status of completion. When the HCC Representative determines the work to be substantially complete, the HCC Representative will issue a Certificate of Substantial Completion for the work as stated in the particular work request/purchase order.

**4. Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

**5. Compliance with Laws**

The selected contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the selected contractor shall furnish to HCC certificates of compliance with all such laws.

**6. Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

**7. Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving ninety (90) calendar days written notice thereof to the contractor.



**8. Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

**9. Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

**10. Ethics Conduct**

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

**11. Conflict of Interest**

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

**12. Small Business Development Program (SBDP)**

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.
- For this contract, HCC has established **35** percent of the total contract value (based on actual payments) as its goal for small business participation.

**13. Small Business Compliance**

The contract shall require the contractor meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

**14. Prime Contractor/Contract for Services**

If the resulting contract is for services, the contract shall require that the contractor perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

**15. Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

**16. Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained in Exhibit H.

**17. Indemnification**

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extracontractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

**18. Independent Contractor**

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

**19. Assignment**

The contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**20. Notices**

All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

**Houston Community College:**  
Procurement Operations (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Executive Director, Procurement Operations

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

**21. Invoicing and Payment**

The Contractor shall submit an original invoice to the address shown below for the services which have been inspected and accepted by HCC:

Houston Community College  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 11-24 and the applicable purchase order number.

- Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the contractor's payment in the mail or the date on which an electronic transfer of funds occurs.
- Request for pay application must have certified payroll submitted upon completion. Must comply with updated city of Houston prevailing wage rates.

## **22. Compensation**

As full consideration for the satisfactory performance by the Contractor of this Contract, HCC shall pay to the Contractor the amounts specified in the individual purchase order, as follows:

1. Payment for work performed during standard working hours shall be based on the coefficient factor of \_\_\_\_\_ multiplied times the sum of unit prices specified in the R.S. Means Unit Price Book. (See Exhibit B).
2. Payment for work performed during non-standard working hours shall be based on the Coefficient factor or \_\_\_\_\_ multiplied times the sum of unit prices specified in the R.S. Means Unit Price Book. (See Exhibit B).

## **23. Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract, HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period – or the effective date of termination, whichever comes first. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

## **24. Prevailing Wage Rate**

The Contractor shall compensate all employees performing work under this contract at the rates set forth in Exhibit F, City of Houston Prevailing Wage Rates for Building Construction.

## **25. Performance and Payment Bonds**

### • Payment Bond:

The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract or purchase order is in excess of \$25,000.

### • Performance Bond:

The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract or purchase order amount if the contract is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

The Performance and Payment Bonds must be submitted to the Purchasing Department within fourteen (14) calendar days after receipt of a copy of the executed contract or a written notice of contract award. The bonds must be made payable to Houston Community College System.

The Contractor will be required to supply the applicable bonds prior to the issuance of a purchase order by HCC and prior to any work being performed. All costs to obtain the applicable bonds are the responsibility of the Contractor. Once a Contractor is selected and a contract is negotiated, in accordance with requirements in the contract, the Contractor will:

- a) Submit a copy of the bonds to their surety company;
- b) The surety company will complete the forms and submit the completed forms DIRECTLY to the HCC Project Manager;
- c) The Project Manager may contact the Surety Company to verify the validity of the submitted documents;
- d) The submitted documents will be submitted to HCC for review and signature;
- e) Upon receipt of the District signature, the Project Manager will begin either the contractual process, or, issue a purchase order for the project.

**26. Force Majeure**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the terms specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, by order of any court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force-Majeure shall rest solely with HCC.

**27. Permits**

The Contractor shall, without additional expenses to HCC, be responsible for obtaining any necessary licenses and permits, and for complying with Federal, State municipal laws, codes and regulations applicable to the performance of the contract.

**28. Safety**

This Contractor shall be responsible for compliance with all safety rules regulations of the Federal Occupational Safety and Health Act of 1970 and those of HCC and all applicable state and local laws, ordinances and regulations during the performance of this contract.

**29. Criminal Background Checks**

The Contractor(s) shall perform a criminal background check on each employee who services HCC and has reason to visit any HCC campus or facility. Criminal background checks must be performed on each employee on an annual basis and all information regarding the criminal background check must be maintained by the Contractor and made available to HCC upon request of the Director of Maintenance.

**30. Internship Program**

The Houston Community College (HCC) is expanding its student internship program. All Contractors are encouraged to make a commitment to utilize certain HCC students in an internship capacity with the firm under any resulting contract for services required under this solicitation. HCC will provide the selected contractor with the names of student eligible to participate in the internship program.

**30. Entire Agreement**

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

**ATTACHMENT NO. 5**

**DETERMINATION OF GOOD FAITH EFFORT**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

- \_\_\_\_\_ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- \_\_\_\_\_ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- \_\_\_\_\_ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- \_\_\_\_\_ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

NOTE: If the Proposer is unable to meet the solicitation goal or if any of the above items (1-4) are answered "no", the Proposer must submit a letter of justification.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 6  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_, of  
 (Name) (Title)

\_\_\_\_\_,  
 (Name of proposer's company) certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project #11-24.

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a proposal or prepared a proposal that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

**NOTE: This form to be submitted with all Proposal documents for waiver of small business participation. (See Instructions to Proposers)**

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

**ATTACHMENT NO. 7  
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

**Note:** Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope to:

**Houston Community College  
Procurement Operations/Small Business Representative  
Post Office Box 667517  
Houston, Texas 77266-7517  
Ref: HCC Project No. 11-24**

FIRM NAME: \_\_\_\_\_

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

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

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

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian (C)		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA)		<input type="checkbox"/> Public Owned (PO)
<input type="checkbox"/> Other (O) Specify _____		

**BUSINESS CLASSIFICATION**

<input type="checkbox"/> <b>DBE</b> Disadvantaged Business Enterprise	<input type="checkbox"/> <b>SB</b> Small Business
<input type="checkbox"/> <b>WBE</b> Women Owned Business Enterprise	<input type="checkbox"/> <b>MBE</b> Minority Business Enterprise
<input type="checkbox"/> <b>HUB</b> Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT NO. 8**

**CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

<b>CONTRACTOR</b>	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
<b>SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>NON-SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Business Name: \_\_\_\_\_ Submitted By (Name): \_\_\_\_\_

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

Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor 's Price/Total: \$ \_\_\_\_\_

Small Business

Subcontractor (s)

Price/Total: \$ \_\_\_\_\_

Non-Small Business

Subcontractors Price/Total: \$ \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_



**ATTACHMENT NO. 9**

**NON-DISCRIMINATION STATEMENT**

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

Name/Title: \_\_\_\_\_  
(Type or Print)

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

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

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

Telephone Number: \_\_\_\_\_

**ATTACHMENT NO. 10**

**CERTIFICATION AND DISCLOSURE STATEMENT**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:  
Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

Has any owner of your business entity been convicted of a felony? \_\_\_\_\_

Has any operator of your business entity been convicted of a felony? \_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

I attest that I have answered the questions truthfully and to the best of my knowledge.

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

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

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

Business Entity: \_\_\_\_\_

Signature of Firm's Authorized Official: \_\_\_\_\_

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 11**

**AFFIDAVIT FORM**

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_, \_\_\_\_\_,  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 12**  
**BUSINESS QUESTIONNAIRE**

FIRM NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):  
\_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

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

Do you or any officer, partner, owner, sales representative and/or spouse work for Houston Community College? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please specify: \_\_\_\_\_

State in which your home office / headquarters is located? \_\_\_\_\_

If headquarters is located out of state, does that state have preferential treatment on Proposals? \_\_\_\_\_

If yes, list percentage. \_\_\_\_\_%

Name of Financial Institution \_\_\_\_\_ Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Please indicate how you became aware of this procurement? Source: \_\_\_\_\_

*Example: Newspapers (Chronicle, La Informacion, Voice of Asia, African American News, etc.)  
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*



**ATTACHMENT NO. 13**  
**ASSURANCE OF SBDP GOAL**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = \_\_\_\_\_%

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof resulting from this proposal and could be ineligible for future HCC contract awards.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## **ATTACHMENT NO. 14**

### **VENDOR APPLICATION INSTRUCTIONS**

The Houston Community College Procurement Operations department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within Houston Community College. What a great way to never miss out on an HCC bid or proposal opportunity again.

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is [http://hccs.aecglobal.com/Supplier\\_Registration\\_Form.asp](http://hccs.aecglobal.com/Supplier_Registration_Form.asp)

Once you have completed your application, please print out a copy of the completed application and submit it with your completed proposal package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

**ATTACHMENT NO. 15**

**INSURANCE REQUIREMENTS**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Job Order Contracts (JOC) for Facilities Modification or Repair

Project Number: 11-24

**1. Commercial General Liability for Bodily Injury / Property Damage Limits:**

- A Occurrence/Personal Injury/Advertising
- B. Products / Completed Operations \$1,000,000.00 CSL
- C. Annual Aggregate \$2,000,000.00 CSL
- D. Products Aggregate \$2,000,000.00 CSL
- E. Fire, Lightning or Explosion \$1,000,000.00 CSL
- F. Medical Expense \$5,000.00 Per person

**2. Automobile Liability:**

- Bodily Injury/Property Damage \$1,000,000.00 CSL

**3. Workers' Compensation**

- Part A- Statutory
- Part B- \$1,000,000.00 Each Accident
- \$1,000,000.00 Policy Limits
- \$1,000,000.00 Each Employee

**4. Endorsements**

The following endorsements and other stated information is required on the original certificate of insurance:

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

**5. Submission of Certificate of Insurance:**

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:  
ATTN: Georgia Coats, Purchasing Agent  
Procurement Operations  
Houston Community College  
PO Box 667517 (MC 1118)  
Houston, TX 77266-7517

**Note:** CSL denotes "Combined Single Limit"



**ATTACHMENT NO. 16**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> 		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>  		
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

Adopted 06/29/2007

## ATTACHMENT NO. 17

### DISCLOSURES

#### FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College  
Attn: Procurement  
3100 Main Street  
Houston, TX 77002**

With a copy to:

**Houston Community College  
Attn: Office of System-wide Compliance, Compliance Officers  
3100 Main. Street  
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

#### Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

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

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

Ownership interest exceeding 10%

Ownership interest exceeding \$15,000 or more of the fair market value of vendor

Distributive Income Share from Vendor exceeding 10% of individual's gross income

Real property interest with fair market value of at least \$2,500

Person related to or married to individual has ownership or real property interest in Vendor

No individuals have any of the above financial interests

(If none, go to Section 2)

b. For each individual named above, show the type of ownership/distributable income share:

sole proprietorship \_\_\_ stock \_\_\_ partnership \_\_\_

other (explain) \_\_\_\_\_

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_%, or  
the value of the ownership interest \$\_\_\_\_\_

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous eighteen (18) months, including but not limited to contractual employment for services for vendor. Yes \_\_\_ No \_\_\_

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b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous eighteen (18) months.

Yes \_\_\_ No \_\_\_

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**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_ No \_\_\_

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b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_ No \_\_\_

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This disclosure is submitted on behalf of

\_\_\_\_\_  
(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AFFIX NOTARY SEAL ABOVE**

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

**"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

For assistance with completing this form, please contact the **Office of System-wide Compliance** at (713)718-8233 or 8295.

**ATTACHMENT NO. 18**



**CUSTOMER QUALITY AUDIT**

Job Order Contractor: \_\_\_\_\_ Requested Start: \_\_\_\_\_  
 JOC Representative: \_\_\_\_\_ Actual Start: \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Completion Required: \_\_\_\_\_  
 Location: \_\_\_\_\_ Actual Completion: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_ Project Number: \_\_\_\_\_

	Agree				Neutral		Disagree				N/A
	10	9	8	7	6	5	4	3	2	1	
Contractor was responsive to your need for this project.											
Contractor started the project on time.											
Contractor completed the project on time.											
Contractor kept project site clean.											
Contractor workers were courteous and polite.											
Contractor did everything we agreed to do for you.											
Contractor provided excellent coordination and communication to you during the projects.											
Contractor provided construction on this project that reflects quality, service and overall satisfaction.											
Contractor provided excellent price and value on this project.											
You would recommend Contractor for your future projects and to others.											

**Any additional comments.....**

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

**Signature:** \_\_\_\_\_  
**Phone#:** \_\_\_\_\_

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

**ATTACHMENT NO. 19**

**FINAL RELEASE AND WAIVER OF LIENS AND CLAIMS**

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

**IN CONSIDERATION** of the payment made by Houston Community College ("Owner"), to \_\_\_\_\_ ("Contractor") in the amount of \$\_\_\_\_\_, representing full payment for Contractor's performance of the \_\_\_\_\_ ("Services")

pursuant to \_\_\_\_\_ ("Agreement") dated \_\_\_\_\_, the receipt of and sufficiency of which Contractor hereby acknowledges, Contractor hereby a) releases and discharges Owner from all amounts owed pursuant to the Agreement in connection with the Services and, b) releases and discharges Owner from any liens, claims or liens, and any other charges which Contractor may now or hereafter have against Owner or Owner's property for the Services, whether or not evidenced by lien affidavits, and whether or not filed for record.

Contractor does not waive or release any future lien right that may arise out of work performed for Owner after the date of this Release and Waiver, or, out of work performed beyond the scope of the Agreement or pursuant to a different agreement between Contractor and Owner.

Contractor hereby represents and warrants that Contractor has not, and will not assign any claims for work performed pursuant to the Agreement to any third party. Contractor further represents and warrants that all subcontractors or other service providers engaged by Contractor to perform work on Owner's property pursuant to the Agreement have been paid in full by Contractor, and that there are no claims or liens outstanding against Owner's property by such subcontractors or other service providers for work performed pursuant to the Agreement.

Contractor hereby indemnifies and holds harmless Owner from and against all liability and costs (including reasonable attorney's fees) arising from any claim or lien that may be asserted at any time in the future against Owner, its heirs, successors, or assigns, by Contractor or any other party by virtue of the work performed pursuant to the Agreement.

This Release and Waiver is hereby executed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:  
\_\_\_\_\_ ("Contractor")

This instrument was acknowledged before me by \_\_\_\_\_, an individual personally known to me, and who further identified him/herself by driver's license to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

\_\_\_\_\_

NOTARY SIGNATURE

NOTARY SEAL

**ATTACHMENT NO. 20**

**SUBCONTRACTOR'S CONDITIONAL FINAL WAIVER AND RELEASE OF LIEN**

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

\_\_\_\_\_ ("Subcontractor") is a Subcontractor who has furnished labor and/or materials under an agreement with \_\_\_\_\_ ("Contractor") to a project owned by Houston Community College ("Owner") and known as \_\_\_\_\_ ("Project") located at \_\_\_\_\_ ("Property"). For and in consideration of prior payments, if any, and \$\_\_\_\_\_, not yet received, representing the current progress payment on the Project, Subcontractor acknowledges complete satisfaction of, and forever waives and releases, any and all claims of every kind against Contractor, Owner, their agents, the Project, and the Property, including, but not limited to, all statutory or constitutional mechanic's liens and all contract liens, to which the undersigned may be entitled arising out of labor and/or material provided by or through, purchased by or supplied to the Subcontractor for use on the Project ("Work") through \_\_\_\_\_, 20\_\_\_\_.

IN CONSIDERATION FOR PAYMENTS MADE, THE UNDERSIGNED SUBCONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR, OWNER AND THEIR AGENTS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ALL LIENS, CLAIMS, AND DEMANDS, INCLUDING COSTS AND ATTORNEYS FEES, ARISING OUT OF THE WORK THROUGH THE ABOVE STATED DATE, SAVE AND EXCEPT UNPAID CONTRACTUAL RETAINAGE, AND OUTSTANDING CHANGE ORDERS AND CLAIMS AS SPECIFICALLY NOTED HEREIN.

The total contract amount is hereby acknowledged as being \$ \_\_\_\_\_.

Subcontractor further represents and warrants that it has not assigned and will not assign any claim for payment, any right to perfect a lien claim, or any contractual, statutory or constitutional lien against the Property in connection with the Work.

Subcontractor further represents and warrants that all bills, claims, or liabilities incurred by Subcontractor in connection with the Work through the date of Subcontractor's last application for payment, if any, have been paid and satisfied, except as noted on the attached schedule of unpaid subcontractors and suppliers.

Subcontractor further represents and warrants that funds paid in reliance on this affidavit in the amount shown above together with the funds previously paid to or held by Subcontractor are sufficient for payment of any outstanding bills, claims, or liabilities incurred by Subcontractor in connection with the Work through the above stated date.



All of the provisions of this release shall bind the undersigned Subcontractor and the Subcontractor's legal representatives, successors and assigns and shall inure to the benefit of the Contractor, the Owner, and their agents, heirs, legal representatives, successors and assigns.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned Subcontractor.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Name: \_\_\_\_\_  
(SIGNATURE)

Title: \_\_\_\_\_ Of \_\_\_\_\_  
(COMPANY)

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_  
of \_\_\_\_\_ known to me to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Officer  
My Commission Expires: \_\_\_\_\_

**SCHEDULE OF UNPAID SUBCONTRACTORS AND SUPPLIERS**

In connection with application for payment for period ending \_\_\_\_\_, 20\_\_,  
Subcontractor certifies that all bills, claims, or liabilities incurred by Subcontractor in connection with labor and/or material provided by or through, purchased by or supplied to the Subcontractor for use on the Project through the above stated date have been paid and satisfied except as follows (include name, address and phone number, and the amount owed through the date noted above):



## **Procurement Operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

---

**For**

**Job Order Contracts (JOC) for Facilities Modification and Repair**

## Project No. 11-24

### JOB ORDER CONTRACT

This Contract is made by and between Houston Community College System ("Owner"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is 3100 Main Street, Houston, TX 77002, and \_\_\_\_\_ (Awardee), whose main office address is \_\_\_\_\_ for Job Order Contracting Services, for Facilities Modifications or Repair, effective as of \_\_\_\_\_ (date).

#### RECITALS

Whereas, Owner is in need of Job Order Contracting Services; and

Whereas, this Contract is for the provision of specified construction contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, the parties hereby agree as follows:

Owner and Contractor agree as follows:

#### I. DEFINITIONS

1.1 The term "**Owner**" means Owner's senior manager, Contracting Officer or a duly authorized representative of Houston Community College System which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2 The term "**Contractor**" means Contractor's senior manager or its duly authorized representative which means any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means this agreement including its exhibits and any Job Orders that may be issued.

1.4 The term "**Subcontract**" as used herein means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**Job Order**" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract.

## II. TERM OF AGREEMENT

2.1 **Initial Term:** The Contract shall be effective \_\_\_\_\_(date) through \_\_\_\_\_(date). Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by the Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any project approved by Owner prior to the expiration of the Contract.

## III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The overall maximum value of this Contract is indefinite, subject to the contractual authority delegated by the HCCS Board of Trustees. The cost of each specifically authorized project will be established in an "Authorization to Commence Work" issued by Owner. Established cost amounts shall not be increased except by written change order to a previously issued Authorization to Commence Work executed by Owner and the Contractor.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost. However, as an inducement for Contractor to offer a lower pricing coefficient, Owner agrees to use its best efforts to issue Job Order Contract(s) to Contractor with a cumulative value of at least Fifty Thousand and 00/100 Dollars (\$50,000.00) during the term of this Contract.

## IV. SCOPE OF WORK—SPECIFIC JOB ORDER CONTRACTS

4.1 **In General:** The Contractor agrees to provide general and specific construction services on a per-project basis as requested by Owner in accordance with the terms of this Contract. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with any Job Order Contract. The Project Architect for each Job Order Contract shall be as specified in the individual Project RFP. The Contractor shall do everything required by this **Contract**, the **Uniform General**, and **Supplementary Conditions**, any **Additional General** or **Special Conditions** of the Contract, the **Addenda**, the **Specifications and Drawings** for each Job Order Contract and any other requirements incorporated into this agreement or a specific Job Order Contract by reference.

4.2 **Job Order Scope:** The specific scope of work for each job order contract shall be determined in advance and in writing between Owner and the Contractor.

4.3 **Project RFP:** Owner shall prepare a Project Request for Proposal ("Project RFP") identifying the job order and describing in drawings, specification and other appropriate materials, the intended scope and character of the job order, and the schedule for the job order. For job orders with an anticipated cost over \$100,000, Owner shall determine whether subcontracting opportunities exist and require a Small Business subcontracting plan as part of the proposal as required.

4.4 **Project Proposal:** In response to a Project RFP, the Contractor shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

- a. A narrative description of Contractor's understanding of the project scope of work;
- b. A description of particular phases of the scope of the work, if applicable;
- c. A Cost Proposal (prepared in accordance with Article 7, below) detailing:
  1. the cost of the 'pre-priced' items as taken from the unit price guide;
  2. the cost of any 'non-pre-priced' items;

3. any other costs that the Contactor intends to charge to the project;
4. a statement that all Contractor fees, overhead expenses and general conditions are included in the Cost Proposal; and
5. a lump sum figure for performing the work, if appropriate;
- d. A proposed date to commence the work;
- e. A list of all subcontractors that Contractor proposes to use in the performance of the work;
- f. A Small Business Subcontracting plan, if required;
- g. Any qualifications or conditions applicable to the Project Proposal; and
- h. A summary statement of the amount of all previous proposals entered into under this Contract to date.

4.5 **Project Proposal Review:** Owner and the Contractor shall review Contractor's Project Proposal and negotiate any changes, clarifications or modifications as required. The Contractor shall submit a revised Project Proposal in writing incorporating any changes, clarifications or modifications made in the review process. Owner may accept, reject or seek modification of any Project Proposal.

4.6 **Notice to Proceed:** Upon written approval of a specific Job Order Project Proposal by Owner, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the work identified in the Project Proposal (the Work) on the date specified in the Notice. The Contractor shall complete the Work within the number of days specified in the Project Proposal accepted by Owner, subject to extensions of time approved by Owner through Change Order. The time set forth for completion of the Work for each job order contract is an essential element of the Job Order. The written Notice to Proceed shall include a Purchase Order number specific to the project.

## V. SPECIFICATIONS AND DRAWINGS

5.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

5.2 **Shop Drawings:** Shop drawings means drawings submitted to Owner by Contractor showing in detail:

- a. the proposed fabrication and assembly of structural elements;
- b. the installation (i.e., form, fit and attachment details) of materials or equipment; and
- c. The construction and detailing of elements of the Work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

5.3 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and

if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such prior written approval by Owner shall be at Job Order Contractor's own risk and without any liability whatsoever to Owner.

5.4 Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor. "As-built" Drawings and Shop Manuals: The Contractor(s) will be required to submit two complete sets of "as-built" drawings to the Issuing Authority within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically (latest version as of this proposal). The Contractor(s) must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

5.5 Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or mis-described details of the Work.

5.6 Contractor shall check all Owners' furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## **VI. USE OF SPECIFICATIONS, DRAWINGS AND NOTES**

6.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials which includes any and all general overhead costs for preparation of the materials.

## **VII. MATERIAL AND WORKMANSHIP**

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the written Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

7.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner. Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

## VIII. CONTRACTOR'S GENERAL RESPONSIBILITIES

8.1 **Project Manager:** The Contractor shall manage the Work on any project authorized pursuant to this Contract. The Contractor shall provide all labor and material necessary and reasonably inferable for the complete performance of any Work authorized pursuant to this Contract.

8.2 **Standard of Care:** Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and timely manner as is consistent with the orderly progress of any project authorized pursuant to this Contract. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.

8.3 **Compliance with Laws:** Contractor shall endeavor to perform the Work in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

8.4 **Existing Conditions:** Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

8.5 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

8.6 **Phasing:** The Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

8.7 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any project and Owner. The designated representative shall not be changed without prior approval of Owner, which approval shall not be unreasonably withheld.

8.8 **Documentation:** The Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Contractor shall bear the cost of providing all plans, specifications and other documents used by the Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work.**

8.9 **Cost Estimation Software:** Upon contract award, the Contractor(s) shall provide three copies of the estimating software approved and one copy of a database toolkit software, both manufactured by the software provider. The Contractor(s) shall have the specified software installed on the owner's network of one server unit and two workstations to be designated by HCC. The Contractor(s) will also be required to have the software installed on their own computer system. The software must include the R.S. Means Facilities Cost Construction data in electronic format that works with the Software. This R.S. Means data must be updated each year as the UPB (Unit Price Book) is updated. Contractor(s) shall make arrangements with the software provider for a two-day onsite training class and annual support and maintenance for the life of the contract. The software installation must be complete within seven days from contract award and the on-site training must be complete within 14 days from contract award. The software shall remain the property of the Contractor(s).



**8.10 UPB (Unit Price Book) Training:** Upon contract award, at the request of Houston Community College, the Contractor(s) shall make arrangements and provision for an R.S. Means training seminar entitled "How to Use Means Cost Data for Delivery Order Contracting" as needed. The training will be attended by up to five (5) HCC staff personnel and the Contractor(s)'s key staff members or others as deemed necessary. The Contractor(s) shall ensure that HCC receives at least two hard copies of the 2010 R.S. Means Facilities Construction Cost Data with this training. The Contractor(s) shall provide four (4) new hard copies of the R.S. Means data each year when the UPB is updated or will provide two (2) on-line subscriptions for HCC's use. Contractor(s) shall make arrangements for 5 staff members from HCC to attend all training necessary.

**8.11 JOC Process Training and Partnering:** Upon contract award, the Contractor(s) shall make arrangements and provision for the "JOC Process Training" programs to be provided. The program will consist of an initial two-day class that explains the JOC process and facilitates the development of standardized checklists, letters, and other documents by the District and the Contractor(s). The training will be attended by up to five (5) HCC personnel and key Contractor(s) staff personnel. The program will include two (2) one-day follow-up sessions given quarterly that will facilitate process refinement and partnering between HCC and the Contractor(s).

## **IX. Ordering Procedures**

**9.1 Ordering Procedures:** This paragraph describes the process that will be used to accomplish work done under this JOC contract.

- a. As Job Order packages are, at the option of HCC, ready to be issued, HCC will submit a Job Order request to the Contractor(s). This request will include as a minimum, the following information: project number, project title, name of project manager, HCC customer point of contact, location and description of work.
- b. Within one (1) working day of receipt of the Job Order package, the Contractor(s) shall schedule a site visit with HCC Project Manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) working days from the time of notification.
- c. During the site visit, the following will be accomplished:
  1. Pre-construction site inspection
  2. Review and validate the description of work
  3. Develop draft detailed statement of work
  4. Mark-up existing drawings to show required work (when existing drawings are readily available)
  5. Discuss project with end-user customer, ensure proposed work meets their objectives
  6. Establish Contractor(s) due date for the Technical Proposal (when required)
- d. The Contractor(s) will keep minutes of the site visit and provide a copy to HCC within two (2) working days from the completion of the site visit.
- e. The Job Order Technical Proposal will be due from the Contractor(s) as soon as possible, not later than two weeks from the site visit, or as directed by HCC.
- f. Once the Job Order Technical Proposal has been approved, the Contractor(s) has three (3) working days (or longer if approved by HCC), to submit a detailed line item cost proposal to HCC in a sealed envelope.

**Note:** On occasions when HCC provides design documents with the Job Order request package, the Contractor(s) will have one week from the site visit to submit the detailed cost calculation.

- g. Once the cost calculation has been submitted, HCC will schedule a time to review the Job Order price with the Contractor(s). The purpose of this review is to discuss any differences concerning the quantity or type of line items to be used. It is important to note that the prices of the line items, and the Contractor(s)'s coefficient, will be fixed and not negotiable.
- h. Once the Job Order is approved, HCC will issue a signed Job Order to the Contractor(s). The Job Order package will include, as a minimum, the following information: the dollar amount of The Job Order, the approved statement of work, the approved project drawings, the required completion date, and any special conditions that apply to the project (such as exclusion periods, special working hours, special coordination requirements, etc.).
- i. Once issued, the Job Order becomes, in effect, a firm fixed price lump sum contract. In other words, line items will not be added to the Job Order simply because they were previously forgotten or left out. The negotiated price will remain unchanged.
- j. Once the Job Order form is signed by the Issuing Authority and Contractor(s) and dated, A Purchase Order will constitute a notice to proceed. At that point, the Contractor(s) is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project. HCC will make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor(s)'s responsibility.
- k. **Weekly Reports:** The Contractor(s) shall be required to complete weekly progress reports on each active Job Order and submit them electronically or in paper form to HCC at the end of each work week. The form of choice that the Contractor(s) uses for the weekly report should be included in their Quality Control Plan.
- l. **Schedule:** The standard to be met is for all regular Job Orders to be completed within 90 days of the Issuance of the Job Order. Contractor(s) shall properly develop and deliver a proposed schedule for the work covered by a Job Order within one (1) week of the issuance of that Order, including identification of the inclusive time when the Contractor(s) anticipates being at each campus facility, in order that HCC is able to determine if the schedule meets the program requests of the schools. In emergency or non-standard situations, the issuing entity may require that the Job Order be completed on an expedited basis. Expedited orders are to be completed within the timelines agreed to by HCC and the Contractor(s).
- m. **Technical Specifications:** The Contractor(s) shall be required to adhere to all applicable local, state, and national design codes and requirements as well as the HCC construction design standards.

## X. Liquidated Damages

10.1 Damages for Delays: The Contractor(s) is expected to complete each Job Order on a timely basis. Liquidated damages may be assessed at the option of HCC for no completion based on the number of days agreed to at the execution of the Job Order. Based on the individual purchase order/work order amount, damages will be assessed by dividing one (1) by the number of days in which the Contractor(s) agreed to complete the project, which when divided by 100 will result in a percentage per day delay. The damages are phased in over four days. The following chart will determine the actual penalty per day. All damages are cumulative.

**Example:** Contractor has 30 days to complete the project but finishes in 35 days. One day ÷ 30 days times 100 equals 3.3% per day damages after the third delay day.

1st day delay  $3.3\% \times .25 = .825\%$  Damages  
 2nd day delay  $3.3\% \times .50 = 1.65\%$  Damages  
 3rd day delay  $3.3\% \times .75 = 2.475\%$  Damages  
 4th day and over  $3.3\% \times 1.00 = 3.3\%$  Damages  
 Total Damages

Damages may be reduced by HCC under extenuating circumstances.

## XI. OWNER'S RESPONSIBILITIES

11.1 **Project RFP:** Owner shall provide a Project RFP setting forth Owner's description of the project scope in drawings, specifications and other appropriate documents, schedule, objectives, characteristics and constraints, and a description of the basic services to be provided by the Contractor for the project.

11.2 **Representative:** Owner designates Winston Dahse as its representative authorized to act in Owner's behalf with respect to the Project. Contractor shall coordinate its work solely through the designated representative. Owner designates HCCS General Counsel as its representative for the purpose of administering this Contract and as its representative in any dispute resolution procedures.

11.3 **Special Information:** Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Job Order site as requested by the Contractor and as reasonably necessary for the Job Order. Contractor shall exercise reasonable care in relying upon this information in the performance of its services under this Contract. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Contractor by Owner or by others.

11.4 **Entry on Land:** Owner shall assist Contractor in gaining entry to state owned or controlled property as necessary for Contractor to perform its services under this Contract.

11.5 **Administrative Services:** Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Job Order.

11.6 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Project, Owner shall do a walk through to ensure that Project is completed in accordance with the Plans and Specifications. At such time, a Project Evaluation Sheet shall be completed between Owner and Contractor. Owner will notify the Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

**Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Contractor's services and of the Work.

## XII. CONSTRUCTION SCHEDULE

12.1 **Schedule:** If required, the Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart must contain as a minimum:

- a. A list of the different types of work activities or work elements.
- b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
- c. Show proposed start and complete dates or time frames for each work activity or work element.
- d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

12.2 If the Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule.

12.3 Job Order Contractor shall submit a progress report every week, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

12.4 Emergency Work: Job Order Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency work, Owner will equitably adjust the Contract.

12.5 Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work, or any separable part of it.

12.6 During the performance of a Job Order and until the Work is completed and accepted by Owner, Job Order Contractor shall superintend the Work throughout the project who is satisfactory to Owner and has authority to act on behalf of the Job Order Contractor.

### **XIII. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

13.1 Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

13.2 Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

13.3 **Asbestos Certification Statement:** The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal. The Contractor shall provide at Substantial Completion, a notarized affidavit to Owner stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

13.4 The Owner shall provide a survey in accordance with the Texas Asbestos Health Protection Rules prior to the commencement date of the Project. The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on this Project shall be certified as non Asbestos

Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project. The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**13.5 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**13.6 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**13.7 Equitable Adjustment:** No request by Job Order Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Job Order Contractor has given the written notice required. No request by Job Order Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

#### **XIV. INSPECTION OF CONSTRUCTION AND OWNER ACCEPTANCE OF WORK**

**14.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well ensure that the Work called for conforms to Job Order requirements. Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

**14.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the job order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and such decisions shall be final and conclusive.

**14.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Contractor shall promptly segregate and remove rejected material from the premises.

- 14.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:
- a. By Contract or otherwise, replace or correct the Work and charge the cost to Contractor or
  - b. Terminate for default Contractor's right to proceed.
- 14.5 **Liability:** Owner's approval or acceptance of Contractor's Work will not release Contractor from any liability for any defects in the Work.
- 14.6 Owner inspections and tests are for the sole benefit of Owner and do not:
- a. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;
  - b. Relieve Job Order Contractor of responsibility for damage to or loss of the Material before acceptance;
  - c. Constitute or imply acceptance; or
  - d. Affect the continuing rights of Owner after acceptance of the complete work under paragraph 17.8 below.
- 14.7 The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.
- 14.8 Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.
- 14.9 If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its Subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.
- 14.10 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## **XV. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS**

15.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

15.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

## **XVI. CLEANING UP AND REFUSE DISPOSAL**

16.1 Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

## **XVII. WARRANTY OF CONSTRUCTION**

17.1 **Warranty:** In addition to any other warranties in any Job Orders, Contractor warrants, except as provided in paragraph [15] of this Section that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

17.2 **Non-Conformance:** Contractor shall remedy at Contractor's sole expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

17.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

17.4 **Third- Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

17.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 15.2 of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

17.6 **Owner Liability:** Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as modified by the Job Order.

17.7 This warranty shall not limit Owner's rights under Section 12 of this Contract with respect to latent defects, gross mistakes, or fraud.

## XVIII. COST PROPOSALS

18.1 **Required for Each Project RFP:** Contractor shall prepare a cost proposal for each Project RFP requested by Owner. The cost proposal shall identify the pre-priced items, the non-pre-priced items, and any other costs proposed to be included in the cost of the Work for a Job Order.

18.2 **Pre-priced Items:** Pre-priced items are pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier. The cost proposal for each job order should be based substantially on the use of pre-priced items.

18.3 The **Unit Price Guide** is a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by Owner to be used in administration of this Contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Guide for this Contract is **[insert]** which is hereby incorporated by reference. The most current edition of the Unit Price Guide shall be adopted for each renewal option exercised by Owner, if any.

18.4 The **Coefficient Multiplier** is a numerical factor which is applied to the Unit Price Guide unit prices to cover all of the Contractor's other costs in performing the Work of a Job Order including, but not limited to, general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, Contractor's profit, and indirect costs. Separate coefficients may be used for Work performed during normal working hours and for Work performed during non-normal working hours. The Coefficient Multipliers for this Contract are (See **Exhibit A**):

Normal Hours	_____
Non-normal Hours	_____
Initial Term	_____

18.5 **Non-Pre-priced Items:** Non-Pre-priced items are the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide. The proposed cost of all non-pre-priced items in the cost proposal shall include all Contractor cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items. Non-pre-priced items shall not exceed ten percent (10%) of the total cost proposal for a Job Order.



18.5 **Other Costs:** Extraordinary costs that are unique to a specific Project and not generally or reasonably included in the coefficient multiplier may be added only if authorized or confirmed in writing by Owner. Such extraordinary costs may be calculated as a lump sum for the Project or on a "Not to Exceed" basis.

## XIX. PAYMENT

19.1 **Compensation:** Owner shall pay the Contractor for Work performed on Job Orders authorized by Owner in writing in a written Notice to Proceed, subject to allowable additions and deductions, and make payment on account as provided by the Uniform General and Supplementary General Conditions. Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days of receipt of invoice. If payment is later than forty five (45) days, interest will be set no higher than the statutory maximum of 1% per month. If Services or Work Product has not met the satisfactory approval of the Owner Representative, current and future payments shall not be made until both parties agree that Services have been completed in a satisfactory manner or the Work Product is acceptable. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

19.2 **Progress Payments:** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

19.3 **Payment Retention:** In the processing of progress payments, Owner shall retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. Retention applicable to each Job Order shall be released within sixty days after final completion of the Job Order and acceptance of the Work under the Job Order. Owner may withhold as liquidated damages Three Hundred Fifty (\$350.00) per day for any work not completed by the contract completion day, or for failure to comply with any material provision of this Agreement.

19.4 **Ownership after Payment Received:** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

- a. Relieving Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
- b. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

19.5 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

## XX. TERMINATION FOR CONVENIENCE OF OWNER

20.1 **Termination:** Owner may, with or without cause, terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

20.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 20.2(c) above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

20.3 **Termination Settlement Proposal:** After termination, Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Contractor shall submit the proposal promptly, but no later than sixty (60) days from the effective date of termination. Contractor and Owner may agree upon the whole or any part of the amount to be paid, if any because of the termination provided that Contractor is not in breach of any provision of the agreement. If the Contractor is not in breach of this Agreement, The Contract shall be amended, and Contractor paid the agreed amount. If Contractor and Owner fail to agree on the whole amount to be paid Contractor because of the termination of work and provided that the Contractor is not in breach of this Agreement, Owner shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under this Paragraph:

- a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
  - i. the cost of this Work;

20.4 **Exclusion from Termination Settlement:** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Contractor under Paragraph 18.3 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

20.5 **Allowable Deductions from Termination Amount:** In arriving at the amount due Contractor under this Article, there shall be deducted:

- a. All un-liquidated advances or other payments to Contractor under the terminated portion of the Job Order;
- b. Any claim which Owner has against Contractor under the Contract; and
- c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Section and not recovered by or credited to Owner.

20.6 **Proposal for Equitable Adjustment:** If the termination is partial, Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Section shall be requested within sixty (60) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Contractor will be entitled.

20.7 **Repayment:** If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner immediately upon demand and in no event later than Ten (10) calendar days from the date of the Notice of Demand by Owner.

20.8 **Records Retention:** Unless otherwise provided in this Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Owner, at Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## XXI. DEFAULT

21.1 **Right to Proceed:** If Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) days written notice to the Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

21.2 Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its Contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,

- iv. fires,
  - v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes,
  - x. unusually severe weather
- or

- b. Contractor, within Seven (7) calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended.

21.3 If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

21.4 The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**XXII. CANCELLATION FOR CONFLICT OF INTEREST**

22.1 Pursuant to applicable law, the Owner may cancel this Contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**XXIII. INSURANCE**

23.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any Federal statutes as may be applicable to the Work being performed under this Contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- b. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

- c. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000                      Bodily Injury / Property Damage

23.2 The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

23.3 All policies providing Contractor's insurance as required in Paragraph 21.12 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 25.
- b. Owner be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

23.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less that the amount required above.

23.5 Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Agreement, Owner may purchase said insurance and deduct the cost of obtaining the insurance from contractor's contract sum.

23.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

23.7 Mail the original certificate of insurance to:

Houston Community College  
Risk Management Office  
Post Office Box 667517 (MC-1119)  
Houston, TX 77266

## XXIV: CHANGES

24.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

24.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

24.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Job Order Contractor to an equitable adjustment hereunder.

24.4 Job Order Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 22.1 above or;
- b. The furnishing of a written notice under Paragraph 22.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 22.2 above.

24.5 No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## XXV. DISPUTE RESOLUTION

25.1 **Government Code Chapter 2260 Controls:** Contractor's claims for breach of this Contract that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Contractor's claims are governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

## XXVI. HISTORICALLY UNDERUTILIZED BUSINESSES

26.1 Owner has adopted **Exhibit A**, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a material provision of the Contract, must comply with the requirements of the Policy and adhere to any Small Business Subcontracting Plan submitted with Contractor's Proposal. No changes to the Small Business Subcontracting Plan can be made by the Contractor without the prior written approval of Owner in accordance with the Policy.

## XXVII. MISCELLANEOUS PROVISIONS

27.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law.

27.2 **Confidentiality:** The Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or as authorized by Owner in writing or except when required under the Public Information Act.

27.3 **Successors and Assigns:** Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

27.4 **Subcontracting:** The Contractor agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Contractor must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Small Business Sub Contractor Plan is considered consent under this Article.

27.5 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the HCC Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

27.6 **Open Records:** All information, documentation and other material submitted by the Contractor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

27.7 **Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, the Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

27.8 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

27.9 **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

27.10 **Taxes:** Houston Community College is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education. Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor.

27.11 **Eligibility Certification:** Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

27.12 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

27.13 **Severability:** Should any provision(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

27.14 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

27.15 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

27.16 **Governing Law and Venue:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Harris County, Texas.

27.17 **Entire Contract:** This Contract constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

27.18 **Financial Interest:** By signature hereon, Contractor certifies that no member of the Owner Board of Trustees, including HCC satellite institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

27.19 **Products and Materials Produced in Texas:** If Contractor will provide services under this Contract, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Contract, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

27.20 **Authority to Act:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

27.21 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

27.22 **Illegal Dumping:** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, *Texas Health and Safety Code*, Chapter 365.



**XXVIII. NOTICES**

28.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

28.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

28.3

- (a) If to OWNER: Director of Maintenance  
Houston Community College  
3100 Main Street, 12<sup>th</sup> Floor  
Houston, TX 77002
- (b) With Copies to: Director, Procurement Operations  
Houston Community College  
3100 Main Street, 11<sup>th</sup> Floor  
Houston, TX 77002
- (c) If to Contractor: \_\_\_\_\_(Company Name)  
\_\_\_\_\_Address)  
\_\_\_\_\_ (City, State, Zip Code)  
\_\_\_\_\_ (Contact Person)  
\_\_\_\_\_ (Fax)

**XXIX. SAFETY**

29.1 Job Order Contractor shall be responsible for compliance with all safety rules and Regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

29.2 Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

29.3 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

29.4 Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

29.5 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

29.6 Job Order Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

29.7 Job Order Contractor shall maintain a set of OSHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to Owner when requested.

29.8 Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

29.9 Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

29.10 Job Order Contractor shall provide and maintain on the jobsite, at all times, a completely stocked first aid kit which contains all standard emergency medical supplies.

29.11 Job Order Contractor shall make available for its employees and those of its Subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

29.12 Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with Article 27.

### **XXX. USE AND POSSESSION PRIOR TO COMPLETION**

30.1 Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any work under this Contract.

30.2 While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

### **XXXI. OTHER CONTRACTS**

31.1 Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Owner's employees.

### **XXXII. DISSEMINATION OF CONTRACT INFORMATION**

32.1 Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

### **XXXIII. PERFORMANCE AND PAYMENT BONDS**

#### **33.1 Payment Bond:**

The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract or purchase order is in excess of \$25,000.

#### **33.2 Performance Bond:**

The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract or purchase order amount if the contract is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

The Performance and/or Payment Bonds must be submitted to the Owner before commencement of any work. The bonds must be made payable to Houston Community College System.

### **XXXIV. INDEMNIFICATION**

34.1 The Contractor shall hold the Houston Community College System, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the contractor, its agents, servants and employees in the performance of the contract.

### **XXXV. CONTRACT ORDER OF PRECEDENCE**

35.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. The Contract Articles including Attachments;
- c. Job Orders;
- d. Drawings; and
- d. Specifications.

### **XXXVI. NON-AVAILABILITY OF FUNDS**

36.1 Every payment obligation of the Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Owner at the end of the period for which funds are available.

### **XXXVII. HCC INTERNSHIP PROGRAM**

37.1 The Contractor hereby agrees to establish a student internship program. The Contractor will appropriate five (5) HCC student(s) in an internship capacity with the company or on certain jobs under any resulting job order. The Contractor will pay the student(s) at least the minimum wage required by law and cooperate with HCC in the evaluation of the student's performance in the possible award of college credit. The Owner will provide the Contractor with names of students eligible to participate in the internship program. The Contractor will maintain documentation identifying students contacted, enrolled in the internship program, and will specify the duties being performed.

### **XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS**

38.1 The Job Order Contractor assigns to the Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Job Order Contractor toward fulfillment of this Contract.

### **XXXIX. ASSURANCE OF SBDP GOAL**

39.1 The Contractor hereby agrees to attain small business goal participation in the amount **35%** of the subcontract work. The Contractor agrees to enter into agreements for the Work identified in Exhibit C, entitled Contractor and First Tier Subcontractor/Supplier Participation of the HCCS Request for Proposals (Project No. 09-04). The Contractor's failure to comply with the aforementioned small business participation provisions may result in:

- a. Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by Houston Community College System.
- b. Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.

### **XL. AUDIT OF RECORDS**

40.1 Pursuant to applicable laws, the Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract. All records shall be subject to inspection and audit by the Owner at reasonable times. Upon request, the Job Order Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date:

**HOUSTON COMMUNITY COLLEGE SYSTEM**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: HCC General Counsel

**CONTRACTOR**

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

EXHIBITS

The Following Exhibits are incorporated by reference for all purposes:

- Exhibit A Contract Pricing Coefficients
- Exhibit B Scope of Services
- Exhibit C Contractor and Subcontractor Participation Form
- Exhibit D Subconsultants/Subcontractors/Suppliers Payment Certification Form
- Exhibit E Subcontractor Progress Assessment Form
- Exhibit F Wage Scale for Building Construction – City of Houston

**EXHIBIT "A"**

**CONTRACT PRICING COEFFICIENTS**

FOR  
JOB ORDER CONTRACT (JOC) for Facilities Modification or Repair

The Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead & profit to perform all services necessary and required for the Job Order Contract (JOC) Program, in accordance with the terms and conditions of the contract. Work requirements will be specified in individual purchase orders and Job Orders issued by Houston Community College.

		<b>Coefficient (0-\$2,000,000.)*</b>	<b>Coefficient (\$2,000,000.-Above)*</b>
001	Standard Labor/Hours	_____	_____
002	Non-Standard Labor/Hours	_____	_____
003	Mark-up for Non-Priced Items	_____	_____

1. Method of Pricing: R.S. Means Facilities Construction Cost Data Annual Catalog 2011 for Houston Region, latest edition.
2. The first coefficient factor is to be applied to R.S. Means Unit Price Book Items anticipated to be accomplished during normal working hours\*\*. The second coefficient factors (Item No. 2, above) will be applied to the R.S. Means Unit Price Book Items anticipated to be accomplished during other than normal working hours.
3. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price Book, including applicable Coefficient adjustment as set forth above, and the quantities mutually agreed to by the Contractor and HCC prior to the issuance of a work request/purchase order. The Coefficient factors, specified herein, shall be firm for the duration of the contract. The R.S. Means prices contained in the Unit Price Book also shall remain firm for the term of the contract.

\* **Based on cumulative total of the contract amount and not individual purchase orders/work requests.**

\*\* **HCC considers normal working hours to be Monday – Friday between 8:00 A.M. – 5:00 P.M. (Local time).**

## EXHIBIT "B"

### SCOPE OF SERVICES

#### 1.0 GENERAL INFORMATION

This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

#### 2.0 DOCUMENTS

2.1 The currently applicable (current version for the site of the Work) Unit Price Book contains pricing information for the Work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Job Order Contractor of any periodic updating. Previously issued Job Orders and Changes will not be retroactively re-priced although any Changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.

2.2 The Construction Specifications Institute (CSI) construction specifications in effect at Contract signing shall be the specifications under this Contract.

#### 3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed by:

3.2.1 Visiting the proposed site in the presence of Owner; or,

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a price proposal for accomplishment of the Work.

3.4 The Unit Price Book shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's price proposal shall be submitted within ten (10) working days unless otherwise agreed by the Owner.

3.6 Upon receipt of Job Order Contractor's price proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's price proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.



#### 4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a written Notice to Proceed. No work will be commence by Contract without such written Notice to Proceed signed by the Owner and Contractor shall not be paid for any work done without such Notice. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be substantially complete, Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 *Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.*

#### 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

#### 6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

#### 7.0 OWNER-FURNISHED UTILITIES

Owner shall provide, at no cost to Job Order Contractor, utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Job Order Contractor for providing such items.

7.1 Water:

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, a supply of water necessary for the performance of work under this Contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

7.2 Electricity:

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workman- like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor.

### EXHIBIT C

#### CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
<b>SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>NON-SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Business Name: \_\_\_\_\_ Submitted By (Name): \_\_\_\_\_

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

Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor 's Price/Total: \$ \_\_\_\_\_  
 Small Business  
 Subcontractor (s)Price/Total: \$ \_\_\_\_\_  
 Non-Small Business  
 Subcontractors Price/Total: \$ \_\_\_\_\_  
 Grand Total: \$ \_\_\_\_\_

**EXHIBIT D**

**HOUSTON COMMUNITY COLLEGE  
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.  
2. The prime contractor shall submit this completed form with the invoice on a monthly basis.

PROJECT NO./TITLE: 11-24 Job Order Contracts (JOC)

NAME OF SUBCONTRACTOR: \_\_\_\_\_

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

I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_  
(Date) (Prime Contractor)

In the amount of \$ \_\_\_\_\_ as full payment of our Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

for work performed during \_\_\_\_\_ under Contract/Project No. 11-24.  
(Enter Time Period)

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

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

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

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

Telephone: \_\_\_\_\_

**EXHIBIT E**

**HOUSTON COMMUNITY COLLEGE  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** 11-24 Job Order Contracts (JOC)

**Reporting Period:** From \_\_\_\_\_ To \_\_\_\_\_

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

**Total Contract Amount (Prime Contractor):** \$ \_\_\_\_\_

**Instructions:** This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will  
(Prime Contractor)  
make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

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

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

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

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

Telephone: \_\_\_\_\_

EXHIBIT F  
Document 00821

WAGE SCALE FOR BUILDING CONSTRUCTION

- 1.01 Contractor and its Subcontractors must pay the general prevailing wage rates for building construction for each craft or type of worker or mechanic employed in the execution of any building construction or repair under the Contract in accordance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91 and 2006-168, and 2011-247 all as amended from time to time. City Council has determined the prevailing wage rate in the locality in which the work is being performed, which is set forth in Exhibit "A".
- 1.02 In bidding, Contractor warrants and represents that it has carefully examined the classifications for each craft or type of worker needed to execute the Contract and determined that such classifications in Exhibit "A" include all necessary categories to perform the work under the Contract.
- 1.03 If Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Affirmative Action & Contract Compliance Division of the Mayor's office ("AA") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. AA shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. AA's decision is conclusive. If AA decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by AA, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168, and 2011-247 subject to City Council approval.
- 1.04 Contractor must not use any labor classification not covered by Exhibit "A" until such classification is established and approved for use by AA.
- A Contractor or Subcontractor who violates Chapter 2258 of the Texas Government Code must pay to the City, \$60 per each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in Exhibit "A".
- 1.05 The City may withhold money required to be withheld under Chapter 2258 of the Texas Government Code from the final payment to Contractor or earlier payments if City Council makes a determination that there is good cause to believe that Contractor has not complied with these provisions and Chapter 2258 of the Government Code, in which case the City may withhold the money at any time subsequent to the finding by City Council.

- 1.06 Contractor and Subcontractors must keep records specifying:
- (1) the name and classification of each worker employed under the Contract; and
  - (2) the actual per diem wages paid to each worker, and the applicable hourly rate.
- The records must be open at all reasonable hours for inspection by the officers and agents of the City.
- 1.07 The prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.08 The hourly cost of salary for non-exempt workers for labor in excess of 40 hours per worker per week, shall be calculated at 1.5 times the worker's base pay, plus 1.0 times fringe benefits, for the applicable craft and level.
- 1.09 The wage scale for building construction is to be applied to work on a building including an area within 5 feet of the exterior wall.

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**EXHIBIT "A"**

CITY OF HOUSTON, TEXAS  
LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES  
FOR  
BUILDING CONSTRUCTION  
2011

<b>Worker Classification</b>	<b>Ratio</b>	<b>Base Rate</b>	<b>Fringe Benefit</b>	<b>Wage Total</b>
Asbestos Worker/Insulator	Ratio 1/1 - Apprentice	\$19.93	\$8.30	\$28.23
Asbestos Abatement Worker	Ratio 1/1 - Apprentice	\$14.00	\$0.00	\$14.00
Boilermaker	Ratio 5/1 - Apprentice	\$25.02	\$14.46	\$39.48
Brick Layer	Ratio 1/3 - Apprentice	\$18.00	\$0.00	\$18.00
Carpenter (including acoustical ceiling work)	Ratio 2/1 - Apprentice	\$21.00	\$6.43	\$27.43
Cement Mason/Concrete Finisher	Ratio 1/3 - Apprentice	\$12.83	\$0.00	\$12.83
Drywall Finisher/Taper	Ratio 1/3 - Helper \$8.54	\$12.13	\$1.01	\$13.14
Drywall Hanger, incl. metal studs installation	Ratio 1/3 - Helper \$9.46	\$12.96	\$1.59	\$14.55
Electrician	Ratio 3/2 - Apprentice	\$24.85	\$7.61	\$32.46
Elevator Mechanic	Ratio 1/1 - Apprentice	\$32.73	\$16.50	\$49.23
Formbuilder/Formsetter	Ratio 1/3 - Helper \$7.67	\$11.82	\$0.00	\$11.82
Glazier	Ratio 1/3 - Helper \$11.51	\$14.92	\$2.78	\$17.70
Insulator (Batt and Foam)	Ratio 1/3 - Helper \$6.50	\$10.00	\$0.00	\$10.00
Ironworker (Reinforcing)	Ratio 1/3 - Helper \$7.83	\$12.06	\$0.00	\$12.06
Ironworker (Structural)	Ratio 1/3 - Helper \$10.19	\$15.68	\$0.00	\$15.68
Lather	Ratio 1/3 - Helper \$13.38	\$16.90	\$3.61	\$20.51
Painter (Brush, Roller, and Spray)	Ratio 1/3 - Helper \$7.42	\$11.17	\$0.00	\$11.17
Pipe Fitter (HVAC Pipe only)	Ratio 1/3 - Apprentice	\$27.07	\$9.56	\$36.63
Pipe Fitter (Excluding HVAC)	Ratio 1/1 - Apprentice	\$19.20	\$8.23	\$27.43
Plasterer	Ratio 1/3 - Apprentice	\$19.42	\$1.00	\$20.42
Plumber	Ratio 2/1 - Apprentice	\$27.79	\$8.84	\$36.63
Roofer	Ratio 1/3 - Helper \$7.85	\$11.51	\$0.57	\$12.08
Sheet Metal Worker (incl. HVAC duct and system install.)	Ratio 3/1 - Apprentice	\$24.20	\$9.28	\$33.48
Sprinkler Fitter (Fire sprinklers)	Ratio 1/1 - Apprentice	\$25.30	\$13.30	\$38.60
Tile Finisher	Ratio 1/3 - Helper \$8.08	\$12.00	\$0.43	\$12.43
Tile Setter	Ratio 1/3 - Helper \$10.91	\$15.70	\$1.09	\$16.79
Truck Driver		\$10.78	\$1.57	\$12.35
<b>Laborers:</b>				
Common Laborer		\$9.29	\$0.00	\$9.29
Mason Tender (Brick)		\$10.13	\$0.00	\$10.13
Mason Tender (Cement)		\$9.86	\$0.00	\$9.86
Pipe Layer		\$12.35	\$0.00	\$12.35
Plaster Tender		\$12.90	\$2.51	\$15.41
<b>Power Equipment Operator:</b>				
Asphalt Paver		\$13.50	\$0.25	\$13.75
Backhoe		\$12.54	\$0.00	\$12.54
Crane		\$17.95	\$3.56	\$21.51
Forklift		\$15.46	\$5.15	\$20.61
Slab and Wall Saw		\$15.54	\$3.83	\$19.37
Welders - Receive rate prescribed for craft performing operation in which welding is incidental				
<b>* When Apprentices are shown, Helpers cannot be utilized</b>				

Ordinance No. 2011-247 passed March 25, 2006



**Building Construction Prevailing Wages  
Classification Definitions**

Adoption: March 25, 2011

ASBEOO22-002 06/01/2004

**Asbestos Worker/Insulator** \* - Ratio 1/1 Apprentice

(Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems). Applies insulating material to exposed surfaces of structures, such as air ducts, hot and cold pipes, storage tanks, and cold storage rooms: Reads blueprints and selects required insulation material (in sheet, tubular, or roll form), such as fiberglass, foam rubber, styrofoam, cork, or urethane, based on material's heat retaining or excluding characteristics. Brushes adhesives on or attaches metal adhesive-backed pins to flat surfaces as necessary to facilitate application of insulation material. Measures and cuts insulation material to specified size and shape for covering flat or round surfaces, using tape measure, knife, or scissors. Fits, wraps, or attaches required insulation material around or to structure, following blueprint specifications. Covers or seals insulation with preformed plastic covers, canvas strips, sealant, or tape to secure insulation to structure, according to type of insulation used and structure covered, using staple gun, trowel, paintbrush, or caulking gun.

SUTX2005-010 03/24/2005

**Asbestos Abatement Worker** \* (Ceilings, Floors, & Walls only)

Ratio 1/1 Apprentice

Removes asbestos from ceilings, walls, beams, boilers, and other structures, following hazardous waste handling guidelines: Assembles scaffolding and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Builds connecting walkway between mobile unit or portable showers and work area, using hand tools, lumber, nails, plastic sheeting, and duct tape. Positions portable air evacuation and filtration system inside work area. Sprays chemical solution over asbestos covered surfaces, using tank with attached hose and nozzle, to soften asbestos. Cuts and scrapes asbestos from surfaces, using knife and scraper. Shovels asbestos into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, using vacuum, broom, and dustpan. Places asbestos in disposal bags and seals bags, using duct tape. Dismantles scaffolding and temporary walkway, using hand tools, and places plastic sheeting and disposal bags into transport bags. Seals bags, using duct tape, and loads bags into truck.

B01L0074-002 01/01/2005

**Boilermaker** \* - Ratio 5/1 Apprentice

Assembles, analyzes defects in, and repairs boilers, pressure vessels, tanks, and vats in field, following blueprints and using hand tools and portable power tools and equipment: Locates and marks reference points for columns or plates on foundation, using master straightedge, squares, transit, and measuring tape, and applying knowledge of geometry. Attaches rigging or signals crane operator to lift parts to specified position. Aligns structures or plate sections to assemble boiler frame, tanks, or vats, using plumb bobs, levels, wedges, dogs, or turnbuckles. Hammers, flame cuts, files, or grinds irregular edges of sections or structural parts to facilitate fitting edges together. Bolts or arc-welds structures and sections together. Positions drums and headers into supports and bolts or welds supports to frame. Aligns water tubes and connects and expands ends to drums and headers, using tube expander. Bells, beads with power hammer, or welds tube ends to ensure leak proof joints. Bolts or welds casing sections, uptakes, stacks, baffles, and such fabricated parts as chutes, air heaters, fan stands, feeding tube, catwalks, ladders, coal hoppers, and safety hatch to frame, using wrench. Installs manholes, hand holes, valves, gauges, and feed water connection in

drums to complete assembly of water tube boilers. Assists in testing assembled vessels by pumping water or gas under specified pressure into vessel and observing instruments for evidence of leakage. Repairs boilers or tanks in field by unbolting or flame cutting defective sections or tubes, straightening plates, using torch or jacks, installing new tubes, fitting and welding new sections and replacing worn lugs on bolts. May rivet and caulk sections of vessels, using pneumatic riveting and caulking hammers.

**Bricklayer** \* (See Mason Tender) - Ratio 1/3 Apprentice

Lays building materials, such as brick, structural tile, and concrete cinder, glass, gypsum, and terra cotta block (except stone) to construct or repair walls, partitions, arches, sewers, and other structures: Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed (layer) of mortar that serves as base and binder for block, using trowel. Applies mortar to end of block and positions block in mortar bed. Taps block with trowel to level, align, and embed in mortar, allowing specified thickness of joint. Removes excess mortar from face of block, using trowel. Finishes mortar between brick with pointing tool or trowel. Breaks bricks to fit spaces too small for whole brick, using edge of trowel or brick hammer. Determines vertical and horizontal alignment of courses, using plumb bob, gauge line (tightly stretched cord), and level. Fastens brick or terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls and ceiling, using trowel, to complete repair work.

CARPO551-001 04/01/2005

**Carpenter** \* (Including Acoustical Ceiling Work) - Ratio 2/1 Apprentice

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools, and conforming to local building codes: Studies blueprints, sketches, or building plans for information pertaining to type of material required, such as lumber or fiberboard, and dimensions of structure or fixture to be fabricated. Selects specified type of lumber or other materials. Prepares layout, using rule, framing square, and calipers. Marks cutting and assembly lines on materials, using pencil, chalk, and marking gauge. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel pins, or glue. Verifies trueness of structure with plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stairs and lays out and installs partitions and cabinetwork. Covers sub floor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing floors to sub floor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening, and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim, and finish hardware, such as locks, letter drops, and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. May weld metal parts to steel structural members.

**Cement Mason/Concrete Finisher** (See Concrete Mason/Concrete Finisher) - Ratio 1/3 Apprentice

Finisher; concrete floater Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures, using hand tools or power tools, including floats, trowels, and screeds: Signals concrete deliverer to position truck to facilitate pouring concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smooths, and shapes surfaces of freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers, and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. May direct sub grade work, mixing of concrete, and setting of forms.

**Drywall Finisher/Taper** - Ratio 1/3 Helpers

Wallboard and plasterboard; sheetrock taper; taper and bedder; taper and floater Seals joints between plasterboard or other wallboards to prepare wall surface for painting or papering; Mixes sealing compound by hand or with portable electric mixer, and spreads compound over joints between boards, using trowel, broad knife, or spatula. Presses paper tape over joint to embed tape into compound and seal joint, or tapes joint, using mechanical applicator that spreads compound and embeds tape in one operation. Spreads and smoothes cementing material over tape, using trowel or floating machine to blend joint with wall surface. Sands rough spots after cement has dried. Fills cracks and holes in walls and ceiling with sealing compound. Installs metal molding at corners in lieu of sealant and tape. Usually works as member of crew. May apply texturing compound and primer to walls and ceiling preparatory to final finishing, using brushes, roller, or spray gun. May countersink nails or screws below surface of wall prior to applying sealing compound, using hammer or screwdriver.

**Drywall Hanger** (Includes Installing Metal Studs) - Ratio 1/3 Helpers

Dry-wall installer; gypsum dry-wall systems installer Plans gypsum drywall installations, erects metal framing and furring channels for fastening drywall, and installs drywall to cover walls, ceilings, soffits, shafts, and movable partitions in residential, commercial, and industrial buildings: Reads blueprints and other specifications to determine method of installation, work procedures, and material, tool, and work aid requirements. Lays out reference lines and points for use in computing location and position of metal framing and furring channels and marks position for erecting metalwork, using chalk line. Measures, marks, and cuts metal runners, studs, and furring channels to specified size, using tape measure, straightedge and hand and portable power cutting tools. Secures metal framing to walls and furring channels to ceilings, using hand and portable power tools. Measures and marks cutting lines on drywall, using square, tape measure, and marking devices. Scribes cutting lines on drywall, using straightedge and utility knife and breaks board along cut lines. Fits and fastens board into specified position on wall, using screws, hand tools, portable power tools, or adhesive. Cuts openings into board for electrical outlets, vents, or fixtures, using keyhole saw or other cutting tools. Measures, cuts, assembles, and installs metal framing and decorative trim for windows, doorways, and vents. Fits, aligns, and hangs doors and installs hardware, such as locks and kick plates

ELECO716-002 09/01/2004

**Electrician** \* (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.) - Ratio 3/2 Apprentice

Plans layout, installs, and repairs wiring, electrical fixtures, apparatus, and control equipment: Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes. Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring. Measures, cuts, bends, threads, assembles, and installs electrical conduit, using tools, such as hacksaw, pipe threader, and conduit bender. Pulls wiring through conduit. Splices wires by stripping insulation from terminal leads, using knife or pliers, twisting or soldering wires together, and applying tape or terminal caps. Connects wiring to lighting fixtures and power equipment, using hand tools. Installs control and distribution apparatus, such as switches, relays, and circuit-breaker panels, fastening in place with screws or bolts, using hand tools and power tools. Connects power cables to equipment, such as electric range or motor, and installs grounding leads. Tests continuity of circuit to ensure electrical compatibility and safety of components, using testing instruments, such as ohmmeter, battery and buzzer, and oscilloscope. Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

ELEVOO31-001 01/01/2005

**Elevator Mechanic** \* - Ratio 1/1 Apprentice

*FOOTNOTES: a. - Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day*

Erector; elevator installer; elevator mechanic Assembles and installs electric and hydraulic freight and passenger elevators, escalators, and dumbwaiters, determining layout and electrical connections from blueprints: Studies blueprints and lays out location of framework, counterbalance rails, motor pump, cylinder, and plunger foundations. Drills holes in concrete or structural steel members with portable electric drill. Secures anchor bolts or welds brackets to support rails and framework, and verifies alignment with plumb bob and level. Cuts prefabricated sections of framework, rails, and other elevator components to specified dimensions, using acetylene torch, power saw, and disk grinder. Installs cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools. Connects electrical wiring to control panels and electric motors. Installs safety and control devices. Positions electric motor and equipment on top of elevator shaft, using hoists and cable slings.

**Formbuilder/Formsetter** - Ratio 1/3 Helpers

Constructs built-in-place or prefabricated wooden forms, according to specifications, for molding concrete structures: Studies blueprints and diagrams to determine type and dimension of forms to be constructed. Saws lumber to blueprint dimensions, using handsaw or power saw, and nails lumber together to make form panels. Erects built-in-place forms or assembles and installs prefabricated forms on construction site according to blueprint specifications, using hand tools, plumb rule, and level. Inserts spreaders and tie rods between opposite faces of form to maintain specified dimensions. Anchors and braces forms to fixed objects, using nails, bolts, anchor rods, steel cables, planks, and timbers.

**Glazier** - Ratio 1/3 Helpers

Installs glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops: Marks outline or pattern on glass, and cuts glass, using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood sash with glaziers points, and spreads and smoothes putty around edge of panes with knife to seal joints. Installs mirrors or structural glass on building fronts, walls, ceilings, or tables, using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks, and other hardware to prefabricated glass doors. Sets glass doors into frame and fits hinges. May install metal window and doorframes into which glass panels are to be fitted. May press plastic adhesive film to glass or spray glass with tinting solution to prevent light glare. May install stained glass windows.

**Insulator (Batt and Foam)** - Ratio 1/3 Helpers

Applies batt and form insulation to walls, ceilings and other surfaces according to manufacturers specifications and blue print instructions. May use sealants such as cement plaster or asphalt compound to seal insulation; may spread concrete over floor slabs to form wearing floor: brushes adhesives, cuts insulating materials to specified shape to cover surfaces; uses tape or other sealants to adhere insulation to surfaces. May use staple gun, towel, paintbrushes and caulking guns.

**Ironworker (Reinforcing)** - Ratio 1/3 Helpers

Positions and secures steel bars in concrete forms to reinforce concrete; places rods in forms, spacing and fastening together with wire and pliers. Cuts bars using hacksaw, bar cutters or acetylene torch. Bends steel rods with hand tools or rod bending machine; reinforces concrete with wire mesh; welds reinforcing bars together.

**Ironworker (Structural) - Ratio 1/3 Helpers**

Erector; ironworker; steel erector; structural-iron erector; structural-iron worker; structural steel erector Performs any combination of following duties to raise, place, and unite girders, columns, and other structural-steel members to form completed structures or structure frameworks, working as member of crew: Sets up hoisting equipment for raising and placing structural-steel members. Fastens steel members to cable of hoist, using chain, cable, or rope. Signals worker operating hoisting equipment to lift and place steel member. Guides member, using tab line (rope) or rides on member in order to guide it into position. Pulls, pushes, or pries steel members into approximate position while member is supported by hoisting device. Forces members into final position, using turnbuckles, crowbars, jacks, and hand tools. Aligns rivet holes in member with corresponding holes in previously placed member by driving drift pins or handle of wrench through holes. Verifies vertical and horizontal alignment of members, using plumb bob and level.

**Lather - Ratio 1/3 Helpers**

Fastens wooden, metal, or rockboard lath to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material, using hand tools and portable power tools: Erects horizontal metal framework to which laths are fastened, using nails, bolts, and studgun. Drills holes in floor and ceiling, using portable electric tool, and drives ends of wooden or metal studs into holes to provide anchor for furring or rockboard lath. Wires horizontal strips to furring to stiffen framework. Cuts lath to fit openings and projections, using hand tools or portable power tools. Wires, nails, clips, or staples lath to framework, ceiling joists, and flat concrete surfaces. Bends metal lath to fit corners, or attaches preformed corner reinforcements. Wires plasterer's channels to overhead structural framework to provide support for plaster or acoustical ceiling tile.

**Painter (Brush, Roller, and Spray) - Ratio 1/3 Helpers**

Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior or exterior surfaces, trimmings, and fixtures of buildings and other structures: Reads work order or receives instructions from supervisor or homeowner regarding painting. Smooths surfaces, using sandpaper, brushes, or steel wool, and removes old paint from surfaces, using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with caulk, putty, plaster, or other filler, using caulking gun and putty knife. Selects premixed paints, or mixes required portions of pigment, oil, and thinning and drying substances to prepare paint that matches specified colors. Removes fixtures, such as pictures and electric switchcovers, from walls prior to painting, using screwdriver. Spreads dropcloths over floors and room furnishings, and covers surfaces, such as baseboards, doorframes, and windows with masking tape and paper to protect surfaces during painting. Paints surfaces, using brushes, spray gun, or paint rollers. Simulates wood grain, marble, brick, or tile effects. Applies paint with cloth, brush, sponge, or fingers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level.

**Pipe fitter \* (HVAC Pipe Only) - Ratio 1/1 Apprentice**

Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints: Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe will not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Secures pipes to structure with brackets, clamps, and hangers, using hand tools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and airconditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following

specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. May observe production machines in assigned area of manufacturing facility to detect machinery malfunctions. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyors, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller. May be designated Steam Fitter (construction) when installing piping systems that must withstand high pressure.

PLUMO211-003 04/01/2004

**Pipe Fitter** \* (Excluding HVAC) - Ratio see Journeyman / Apprentice schedule

Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints: Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe will not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe-threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Secures pipes to structure with brackets, clamps, and hangers, using hand tools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and airconditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks.

PLASOO79-001 07/01/2004

**Plasterer** \* See Plaster Tender - Ratio 1/3 Apprentice

Applies coats of plaster to interior walls, ceilings, and partitions of buildings, to produce finished surface, according to blueprints, architect's drawings, or oral instructions, using hand tools and portable power tools: Directs workers to mix plaster to desired consistency and to erect scaffolds. Spreads plaster over lath or masonry base, using trowel, and smoothes plaster with darby and float to attain uniform thickness. Applies scratch, brown, or finish coats of plaster to wood, metal, or board lath successively. Roughens undercoat with scratcher (wire or metal scraper) to provide bond for succeeding coats of plaster.

PLUMOO68-003 04/01/2005

**Plumber** \* (Excluding HVAC Pipe) - Ratio 2/1 Apprentice

Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes: Studies building plans and working drawings to determine work aids required and sequence of installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe and pipe connections and passage holes for pipes in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe-threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead, and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent, and caulks joints. Fills pipe system with water or air and reads pressure gauges to determine whether system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers,

and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains.

**Roofer** - Ratio 1/3 Helpers

Covers roofs with roofing materials other than sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs: Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Installs gutters and down spouts. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalkline, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails. Punches holes in slate, tile, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiffbristled broom.

SHEE0054-004 04/01/2004

**Sheet metal worker** \* (Including Setting HVAC System)(Excluding HVAC Duct)

Ratio 3/1 Apprentice

Fabricates, assembles, installs and repairs sheet metal products, including sheet metal roof (also see Roofer). Operates soldering and welding equipment to join together sheet metal parts. Seals seams and joints with sealant. Installs roof sheets, trims, flashing, gutters down spouts and other related items. Performs other related duties.

SFTX0669-001 01/01/2005

**Sprinkler Fitter (Fire)** \* - Ratio 1/1 Apprentice

Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints: Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe will not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe-threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Secures pipes to structure with brackets, clamps, and hangers, using hand tools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and airconditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. May observe production machines in assigned area of manufacturing facility to detect machinery malfunctions. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyors, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller.

**Tile Finisher** - Ratio 1/3 Helpers

Supplies and mixes construction materials for TILE SETTER (construction) 861.381-054, applies grout, and cleans installed tile: Moves tiles, tilesetting tools, and work devices from storage area to installation site manually or using wheelbarrow. Mixes mortar and grout according to standard formulas and request from TILE SETTER (construction), using bucket, water hose, spatula, and portable mixer. Supplies TILE SETTER (construction) with mortar, using wheelbarrow and shovel. Applies grout between joints of installed tile, using grouting trowel. Removes excess grout from tile

joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. Cleans installation site, mixing and storage areas, and installation machines, tools, and equipment, using water and various cleaning tools. Stores tile setting materials, machines, tools, and equipment. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. May modify mixing, grouting, grinding, and cleaning procedures according to type of installation or material used. May assist TILE SETTER (construction) to position and secure metal lath, wire mesh, or felt paper prior to installation of tile. May cut marked tiles to size, using power saw or tile cutter.

**Tile Setter - Ratio 1/3 Helpers**

Applies tile to walls, floors, ceilings, and promenade roof decks, following design specifications: Examines blueprints, measures and marks surfaces to be covered, and lays out work. Measures and cuts metal lath to size for walls and ceilings with tin snips. Tacks lath to wall and ceiling surfaces with staple gun or hammer. Spreads plaster base over lath with trowel and levels plaster to specified thickness, using screed. Spreads concrete on sub floor, with trowel and levels it with screed. Spreads mastic or other adhesive base on roof deck, using serrated spreader to form base for promenade tile. Cuts and shapes tile with tile cutters and biters. Positions tile and taps it with trowel handle to affix tile to plaster or adhesive base.

**Truck Driver**

Drives truck with capacity of more than 3 tons, to transport materials to and from specified destinations: Drives truck to destination, applying knowledge of commercial driving regulations and area roads. Prepares receipts for load picked up. Collects payment for goods delivered and for delivery charges. May maintain truck log, according to state and federal regulations. May maintain telephone or radio contact with supervisor to receive delivery instructions. May load and unload truck. May inspect truck equipment and supplies, such as tires, lights, brakes, gas, oil, and water. May perform emergency roadside repairs, such as changing tires, installing light bulbs, tire chains, and spark plugs. May position blocks and tie rope around items to secure cargo during transit.

**Laborers**

**Common Laborer**

Performs any combination of the following tasks in erecting, repairing and wrecking buildings; dig, spread and level dirt and gravel; lift carry and hold building materials, tools and supplies; clean tools, equipment, materials and work areas; mix, pour and spread concrete, asphalt, gravel and other materials; join, wrap and seal sections of pipe; routine nonmachine tasks such as removing forms from set concrete, filling expansion joints with asphalt, and placing culverts in trench. May also signal construction equipment operators; measure distances from grade stakes, drive stakes and stretch lines; bolt, nail align and block up under forms; mix and finish poured concrete, erect scaffolding; spread paint or coating to seal surfaces; caulking compounds to seal surfaces; remove projections from concrete, and mount pipe hangers.

**Mason Tender Brick (Bricklayer's Helper)**

**Mason Tender Cement (Concrete Mason's / Concrete Finisher's Helper)**

**Pipe layer**

Lay pipe for storm or sanitation sewers, drains, and water mains. Perform any combination of the following tasks: grade trenches or culverts, position pipe, or seal joints.

**Plaster Tender (Plaster's Helper)**

Tends machine that pumps plaster or stucco through spraygun for application to ceilings, walls, and partitions of buildings: Starts and stops machine on signals from PLASTERER (construction). Fills



hopper of machine with plaster. Turns valves to regulate pump and compressor. Assists in erecting scaffolds.

**Power Equipment Operator:**

**Asphalt Paver** (operator)

Operator; bituminous-paving-machine operator; blacktop-paver operator; blacktop spreader; mechanical-spreader operator; paving-machine operator, asphalt or bituminous Operates machine that spreads and levels hot-mix bituminous paving material on sub grade of highways and streets: Bolts extensions to screed to adjust width, using wrenches. Lights burners to heat screed. Starts engine and controls paving machine to push dump truck and maintain constant flow of asphalt into hopper. Observes distribution of paving material along screed and controls direction of screed to eliminate voids at curbs and joints. Turns valves to regulate temperature of asphalt flowing from hopper when asphalt begins to harden on screed.

**Backhoe** (operator)

Operates power-driven machine, equipped with movable shovel, to excavate or move coal, dirt, rock, sand, and other materials: Receives written or oral instructions from supervisor regarding material to move or excavate. Pushes levers and depresses pedals to move machine, to lower and push shovel into stockpiled material, to lower and dig shovel into surface of ground, and to lift, swing, and dump contents of shovel into truck, car, or onto conveyor, hopper, or stockpile. Observes markings on ground, hand signals, or grade stakes to remove material, when operating machine at excavation site.

**Crane** (operator)

Operates electric-, diesel-, gasoline-, or steam-powered guy-derrick or stiff-leg derrick (mast supported by fixed legs or tripod), to move products, equipment, or materials to and from quarries, storage areas, and processes, or to load and unload trucks or railroad cars: Pushes and pulls levers and depresses pedals to raise, lower, and rotate boom and to raise and lower load line in response to signals.

**Forklift** (operator)

Drives gasoline-, liquefied gas-, or electric-powered industrial truck equipped with lifting devices, such as forklift, boom, scoop, lift beam and swivel-hook, fork-grapple, clamps, elevating platform, or trailer hitch, to push, pull, lift, stack, tier, or move products, equipment, or materials in warehouse, storage yard, or factory: Moves levers and presses pedals to drive truck and control movement of lifting apparatus. Positions forks, lifting platform, or other lifting device under, over, or around loaded pallets, skids, boxes, products, or materials or hooks tow trucks to trailer hitch, and transports load to designated area. Unloads and stacks material by raising and lowering lifting device.

**Slab & Wall Saw** (operator)

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**Apprentices**

Apprentices may be used in any of the crafts listed above where noted, if they are currently certified in a program recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprentice certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears.

**Helper (65% of the journeyman classification)**

(Must not exceed 3 helpers to 1 journeyman)

A Helper is a semi-skilled worker (rather than a skilled journeyman) who works under the direction of and assists a journeyman. Under the journeyman's direction and supervision, the helper performs a variety of duties to assist the journeyman such as preparing, carrying, and furnishing equipment,

supplies and maintaining them in order; cleaning and preparing work areas; lifting, positioning, and holding materials or tools; and other related semi-skilled tasks as directed by the journeyman. A helper may use the tools of the trade at and under the direction of the journeyman. The particular duties performed by a helper vary according to area practice. The journeyman must work in close proximity to the location of the helpers work area. The helpers wage rate shall be calculated at no less than 65% of the prevailing wage for that journeyman's classification.

Helper who assists more than one journeyman craft should be listed with the notation indicating each journeyman craft classification they assist.

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

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**Pipe fitters** \* Apprentice Schedule (Excluding HVAC Pipe)

Journeyman	Indentured Apprentice	Apprentice Applicant	Total
1	1	0	1 to 1
3	2	1	3 to 3
5	3	2	5 to 5
8	4	3	8 to 7
12	5	4	12 to 9
16	6	5	16 to 11
20	7	6	20 to 13
25	8	7	25 to 15
30	9	8	30 to 17
40	10	9	40 to 19
50	11	10	50 to 21

NOTE: Continue after 50 Journeyman — ONE (1) Indentured Apprentice and one (1) Apprentice Applicant for every ten (10) Journeyman

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**\* When Apprentices are shown, Helpers cannot be utilized**

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**If there are questions as to the classification of a worker, contact the Contract Compliance Officer in writing with a description of the work the worker will be performing. After review the Contract Compliance Officer will respond in writing with the classification and wage rate to be paid the worker in question.**  
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