



Procurement Operations

Request for Proposals (RFP)

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

Project No. 09-04

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	1
Summary of RFP	2-3
Instructions to Proposers	4-9

Forms to be completed and submitted with the Proposal, as appropriate.

Attachment No. 1 Proposal/Award Form	10-11
Attachment No. 2 Price Proposal	12
Attachment No. 3 Scope of Services	13
Attachment No. 4 General Terms and Conditions	14-18
Attachment No. 5 Determination of Good Faith Effort Form	19
Attachment No. 6 Small Business Unavailability Certificate	20
Attachment No. 7 Small Business Development Questionnaire	21
Attachment No. 8 Contractor & Subcontractor/Supplier Participation Form	22
Attachment No. 9 Non-Discrimination Statement	23
Attachment No. 10 Certification & Disclosure Statement	24
Attachment No. 11 Affidavit Form	25
Attachment No. 12 Business Questionnaire	26-27
Attachment No. 13 Assurance of SBDP Goal	28
Attachment No. 14 Vendor Application Instructions	29
Attachment No. 15 Insurance Requirements	30
Attachment No. 16 Conflict of Interest Questionnaire	31

<u>Sample Contract Documents</u>	
(The resulting contract will include at least the following documents)	
Exhibit A: Proposal /Award Form	33
Exhibit B: Schedule of Items and Prices	33
Exhibit C: Scope of Services	33
Exhibit D: General Terms and Conditions	33
Exhibit E: Contractor & Subcontractor/Supplier Participation Form, if appropriate	33
Exhibit G: Subcontractor Payment Certification Form, if appropriate	34
Exhibit H: Subcontractor Progress Assessment Form, if appropriate	35
Exhibit I: City of Houston Prevailing Wage Rate	36-60

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: September 15, 2008

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

Project No.: 09-04

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Georgia Coats
Title: Senior Buyer
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).

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: Mandatory Not mandatory

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on September 25, 2008 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 4:00 P.M. (local time) on October 30, 2008. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation, if any, will be five (5) 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.

No Current Bonds: Bonds will be required at the time a purchase order is issued for a project or group of projects. (See Attachment 4, Paragraph 24).

Prevailing Wage: The Prevailing Wage Rates for this solicitation are those of the City of Houston, Texas.

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)

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. 09-04
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. 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.

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:

<u>FACTOR</u>	<u>Percentage Weight</u>
• Qualifications and Experience of Firm:	20%
• Qualifications and Experience of Personnel:	20%
• Price Proposal	20%
• Project Understanding and Management:	15%
• Small Business Commitment:	15%
• Completeness of Technical 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.

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 **35** percent 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. 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 31st.

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.: 09-04

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. 09-04

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, 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 _____, 2008

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 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.
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 are 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 the contract and in each work request/purchase order.

II. ACCEPTANCE OF WORK

The 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 five (5) 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 (11th 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. 09-04 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.

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 31st.

24. Prevailing Wage Rate

The Contractor shall compensate all employees performing work under this contract at the rates set forth in **Exhibit I**, 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.

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. 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 #09-04.

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. 09-04**

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>
____ African American (AA)	____ Male	____ Houston (H)
____ Asian Pacific American (APA)	____ Female	____ Texas (T)
____ Caucasian (C)		____ Out of State (O)
____ Hispanic American (HA)		Specify State _____
____ Native American (NA)		____ Public Owned (PO)
____ Other (O) Specify _____		

BUSINESS CLASSIFICATION

____ DBE Disadvantaged Business Enterprise	____ SB Small Business
____ WBE Women Owned Business Enterprise	____ MBE Minority Business Enterprise
____ HUB Historically Underutilized Business	____ 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.

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:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name: Business Address: Telephone No. : Contact Person:				
Business Name: Business Address: Telephone No. : Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (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 _____, 2008

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 _____, 2008.

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, El Dia, Voice of Asia, African American News, etc.) Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)

TYPE OF ORGANIZATION

Individual Sole Proprietorship
 Partnership Corporation, Incorporated in _____

Federal Employer Identification Number _____
(Note: please refer to Attachment No. 14, Vendor Application Instructions)

How long in business under present name _____

Number of persons now employed _____

BUSINESS CLASSIFICATION

DBE Disadvantaged Business Enterprise **SB** Small Business
 WBE Women Owned Business Enterprise **MBE** Minority Business Enterprise
 HUB Historically Underutilized Business Other: _____

** HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities.*

REFERENCES

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

	Name of Firm	Address	Point of Contact	Telephone #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2008

Notary Public _____

for the State of: _____

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 Signing _____

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

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 insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry during performance of the Job Order Contracting Services, Project No. 09-04.

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

1. Occurrence / Personal Injury / Advertising /	
2. Products / Completed Operations	\$1,000,000 CSL
3. Annual Aggregate	\$2,000,000 CSL
4. Products Aggregate	\$2,000,000 CSL
5. Fire, Legal	\$1,000,000 CSL
6. Medical Expense	\$5,000 Per Person

2. Automobile Liability:

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

3. Workers Compensation:

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

The following endorsements and other stated information is required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- Houston Community College System be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation on all policies
- The assigned HCC Project No. 09-04

The original certificate of insurance, indicating the cover, limits and endorsements stated herein, shall be furnished to Houston Community College within **14** calendar days after receipt of a Written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to:

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

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<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>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</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 style="text-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 style="text-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 style="text-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>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____</p> <p style="font-size: small;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 30%;"> <p>_____</p> <p style="font-size: small;">Date</p> </div> </div>		

Adopted 06/29/2007



Procurement Operations

Sample Contract Documents

By and Between

Houston Community College

And

For

Job Order Contracts (JOC) for Facilities Modification and Repair

Project No. 09-04

SAMPLE CONTRACT EXHIBITS

**EXHIBIT A
PROPOSAL / AWARD FORM**

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

**EXHIBIT B
PRICE PROPOSAL FOR
JOB ORDER CONTRACTS (JOC) for Modification or Repair**

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting contract.)

**EXHIBIT C
PERFORMANCE OF WORK FOR JOC SERVICES**

Note: (Attachment No. 3 of this solicitation may become Exhibit C in the resulting contract.)

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

Note: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

**EXHIBIT E
CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (Attachment No. 8 of this solicitation may become Exhibit E in the resulting contract.)

**EXHIBIT F
INSURANCE REQUIREMENTS**

Note: (Attachment No. 15 of this solicitation may become Exhibit F in the resulting contract.)

**EXHIBIT G
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

**EXHIBIT H
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

**EXHIBIT I
CITY OF HOUSTON PREVAILING WAGE RATE**

EXHIBIT G

**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 attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.

PROJECT NO./TITLE: _____

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. _____
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT H
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

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 I

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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 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 and 2006-168, 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**

00821-1
04-24-2006

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.**

REST OF PAGE INTENTIONALLY LEFT BLANK

**CITY OF HOUSTON, TEXAS
LABOR CLASSIFICATIONS AND PREVAILING WAGE RATE
BUILDING CONSTRUCTION
2006**

Worker Classification	Ratio	Base Rate	Fringe Benefit	Wage Total
Asbestos Worker/Insulator *	Ratio 1/1 Apprentice	\$18.94	\$6.95	\$25.89
Boilermaker *	Ratio 5/1 Apprentice	\$21.92	\$13.87	\$35.79
Carpenter *	Ratio 2/1 Apprentice	\$19.50	\$5.93	\$25.43
Electrician *	Ratio 3/1 Apprentice	\$22.05	\$7.93	\$29.98
Elevator Mechanic *	Ratio 1/1 Apprentice	\$28.40	\$12.12	\$40.52
Plasterer * (see Plaster Tender)	Ratio 1/3 Apprentice	\$19.42	\$1.00	\$20.42
Plumbers *	Ratio 2/1 Apprentice	\$24.28	\$8.11	\$32.39
Pipe Fitters * (see project manual for apprentice ratios)	Ratio 1/1 Apprentice	\$22.66	\$9.31	\$31.97
Sprinkler Fitter, Fire *	Ratio. 1/1 Apprentice	\$22.62	\$10.50	\$33.12
Sheet Metal Worker *	Ratio 3/1 Apprentice	\$22.11	\$7.77	\$29.88
Asbestos Abatement Worker *	Ratio 1/1 Apprentice	\$14.00	\$0.00	\$14.00
Brick Layer (see Mason Tender Brick)	Ratio 1/3 Apprentice	\$18.00	\$0.00	\$18.00
Cement Mason/Concrete Finisher - See Cement Mason/Concrete Finisher	Ratio 1/3 Apprentice	\$12.83	\$0.00	\$12.83
Drywall Finisher	Ratio 1/3 Helper \$8.54	\$12.13	\$1.01	\$13.14
Drywall Hanger	Ratio 1/3 Helper \$9 .46	\$12.96	\$1.59	\$14.55
Formbuilder/Formsetter	Ratio 1/3 Helper \$7 .67	\$11.80	\$0.00	\$11.80
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	\$12.05	\$0.00	\$12.05
Ironworker- Structural	Ratio 1/3 Helper \$10.19	\$15.68	\$0.00	\$15.68
Laborers:				
Common Laborer		\$9.29	\$0.00	\$9.29
Mason Tender Brick		\$10.13	\$0.00	\$10.13
Mason Tender Cement		\$9.85	\$0.00	\$9.85
Pipe Layer		\$12.35	\$0.00	\$12.35
Plaster Tender		\$12.90	\$2.51	\$15.41
Lather	Ratio 1/3 Helper \$13.33	\$16.90	\$3.61	\$20.51
Painter (Brush, Roller, and Spray)	Ratio 1/3 Helper \$7 .42	\$11.41	\$0.00	\$11.41
Pipe Fitter (HVAC Pipe only)	Ratio 1/3 Helper \$12.40	\$16.37	\$2.70	\$19.07
Power Equipment Operator:				
Asphalt Paver		\$13.50	\$0.25	\$13.75
Backhoe		\$12.54	\$0.00	\$12.54
Crane		\$18.28	\$3.34	\$21.62
Forklift		\$15.46	\$5.15	\$20.61
Slab and Wall Saw		\$15.54	\$3.83	\$19.37
Roofer	Ratio 1/3 Helper \$7.85	\$11.51	\$0.57	\$12.08
Sheet Metal Worker (HVAC Duct only)	Ratio 1/3 Helper \$13.74	\$17.70	\$3.44	\$21.14
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
Welders-Receive rate prescribed for craft performing operation in which welding is incidental				
*When Apprentices are shown, Helpers cannot be utilized				

**CITY OF HOUSTON, TEXAS
LABOR CLASSIFICATIONS AND PREVAILING WAGE RATE
BUILDING CONSTRUCTION 2006**

Ordinance No. 2006-168 passed February 15, 2006

00821-3
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

NOTE 1: 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.

NOTE 2: HELPERS (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.

NOTE 3: CLASSIFICATION DEFINITIONS

ASBE0022-002 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) \$ 18.94 Rate \$ 6.95 Fringe \$ 25.89 Total

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,

00821-4
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

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.

BOIL0074-002 01/01/2005

'Boilermaker * - Ratio 5/1 Apprentice

\$ 21.92 Rate \$ 13 .87 Fringe \$ 35.79 Total

**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**

00821-4
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

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, handholes, 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.

* CARP0551-001 04/01/2005

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

\$ 19.50 Rate \$ 5.93 Fringe \$ 25.43 Total

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's handtools 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.

ELEC0716-002 09/01/2004

Electrician * (Including Pulling wire and Low Voltage Wiring and installation of Fire Alarms, Security Systems, Telephones, and Computers.) - Ratio 3/1 Apprentice

\$ 22 .05 Rate \$ 7 .93 Fringe \$ 29 .98 Total

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

00821-5
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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.

00821-5
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

ELEV0031-001 01/01/2005

Elevator Mechanic * - Ratio 1/1 Apprentice

\$28.40 Rate \$12.12+a Fringe \$40.52 Total

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. Install 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. Install safety and control devices . Position electric motor and equipment on top of elevator shaft, using hoists and cable slings.

*** PLAS0079-001- 07/01/2004**

Plasterer * See Plaster Tender Ration 1/3

\$19.42 Rate \$1 .00 Fringe \$20.42 Total

Applies coats of plaster to interior walls, ceilings, and partitions of buildings, to produce finished surface, according to blueprints, architect's drawing, or oral instructions, using hand tools and portable power tools: Directs workers to mix plaster to desired consistency and to erect scaffolds . Spread 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 to metal scraper) to provide bond for succeeding coats of plaster.

PLUM0068-003 04/01/2005

Plumbers * (excluding HVAC Pipe) - Ratio 2/1 Apprentice

\$24.28 Rate \$8.11 Fringe \$32.39 Total

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 opening 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 . Join 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.

00821-6
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

PLUM0211-003 04/01/2004

Pipefitters * (Excluding HVAC Pipe) – Ratio see Journeyman / Apprentice schedule

\$22.06 Base \$9.31 Fringe \$31.97 Total

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

00821-6
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

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, butting 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 non-metal pipes, tubes, and fitting, including iron, steel, copper, and plastic. Connects pipe, using threaded, caulked, soldered, brazed, fused or cemented joints, and hand tools. Installs and maintains hydraulic and pneumatic components of machines and equipments, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and air conditioning 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.

***SFTX0669-001 01/01/2005**

Sprinkler Fitter *, Fire – Ratio 1/1 Apprentice

\$22.62 Rate \$10.50 Fringe \$33.12 Total

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, butting 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 non-metal pipes, tubes, and fitting, including iron, steel, copper, and plastic. Connects pipe, using threaded, caulked, soldered, brazed, fused or cemented joints, and hand tools. Installs and maintains hydraulic and pneumatic components of machines and equipments, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and air conditioning 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 conveyers, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller.

SHEE0054-004 04/01/2004

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

Ratio 3/1 Apprentice

\$ 22.11 Rate \$ 7.77 Fringe \$ 29.88 Total

Fabricates, assembles, installs and repairs sheet metal products, including sheetmetal 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.

**00821-7
04-24-2006**

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

SUTX2005-010 03/24/2005

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

Ratio 1/1 Apprentice

\$ 14.00 Rate \$ 0.00 Fringe \$ 14.00 Total

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.

00821-7
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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.

Bricklayer (See Mason Tender Ratio 1/3)
\$ 18.00 Rate \$ 0.00 Fringe \$ 18.00 Total

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, gaugeline (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.

Cement Mason/Concrete Finisher (See Concrete Mason/Concrete Finisher - Rat 1/3)
\$12.83 Rate \$0.00 Fringe \$12.83 Total

finisher ; concrete floater Smoothes 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. Smoothes, 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 concretemixing machine. May direct

sub grade work, mixing of concrete, and setting of forms.

Drywall Finisher- Ratio 1/3 Helpers \$8 .54

\$12.13 Rate \$1 .01 Fringe \$13 .14 Total

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

00821-8
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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

00821-8
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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 \$9 .46

\$12.96 Rate \$1 .59 Fringe \$14.55 Total

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

Form builder/ Formsetter - Ratio 1/3 Helpers \$7.67

\$ 11.80 Rate \$ 0.00 Fringe \$ 11.80 Total

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 \$11.51

\$ 14.92 Rate \$ 2.78 Fringe \$ 17.70 Total

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 glazier's 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 \$6 .50

\$ 10.00 Rate \$ 0.00 Fringe \$ 10.00 Total

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

00821-9
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

surfaces; uses tape or other sealants to adhere insulation to surfaces . May use staple gun, towel, paintbrushes and caulking guns.

00821-9
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

Ironworker Reinforcing - Ratio 1/3 Helpers \$7.83

\$ 12 .05 Rate \$ 0.00 Fringe \$ 12.05 Total

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 \$10.19

\$ 15.68 Rate \$ 0.00 Fringe \$ 15.68 Total

erector; ironworker; steel erector; structural-iron erector; structural-iron worker; structuralsteel 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.

Common Laborer

\$ 9 .29 Rate \$ 0.00 Fringe \$ 9 .29 Total

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 non-machine 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)

\$ 10 .13 Rate \$ 0.00 Fringe \$ 10.13 Total

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

\$ 9 .85 Rate \$ 0.00 Fringe \$ 9.85 Total

Pipelayer

\$ 12.35 Rate \$ 0.00 Fringe \$ 12.35 Total

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),

\$ 12.90 Rate \$ 2.51 Fringe \$ 15.41 Total

Tends machine that pumps plaster or stucco through spray-gun 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.

**00821-10
04-24-2006**

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

Lather - Ratio 1/3 Helpers \$13.33

\$ 16.90 Rate \$ 3.61 Fringe \$ 20 .51 Total

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

00821-10
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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 \$7.42
\$ 11.41 Rate \$ 0.00 Fringe \$ 11.41 Total

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 . Smoothes 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.

Pipefitter (HVAC Pipe Only) - Ratio 1/3 Helpers \$12.40
\$ 16.37 Rate \$ 2.70 Fringe \$ 19.07 Total

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 air-conditioning 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.

00821-11
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

Power Equipment Operator

Asphalt Paver (operator)

\$ 13.50 Rate \$ 0.25 Fringe \$ 13.75 Total

**operator ; bituminous-paving-machine operator; blacktop-paver operator; blacktop spreader;
mechanical-spreader operator ; paving-machine operator, asphalt or bituminous Operates
machine**

00821-11
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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 paying 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)

\$ 12.54 Rate \$ 0.00 Fringe \$ 12.54 Total

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)

\$ 18.28 Rate \$ 3.34 Fringe \$ 21.62 Total

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)

\$ 15.46 Rate \$ 5.15 Fringe \$ 20.61 Total

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)

\$ 15.54 Rate \$ 3.83 Fringe \$ 19.37 Total

Roofer - Ratio 1/3 Helpers \$7.85

\$ 11 .51 Rate \$ 0.57 Fringe \$ 12.08 Total

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 stiff-bristled broom.

00821-12
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

Sheetmetal Worker (HVAC Duct Only) - Ratio 113 Helpers \$13.74

\$17.70 Rate \$ 3.44 Fringe \$ 21.14 Total

Assembles, installs, fabricates, and repairs sheet metal products, such as air handling equipment, control boxes, heating and air conditioning ducts, grease ducts and hoods, ventilators, grills and

00821-12
04-24-2006

**CITY OF HOUSTON
STANDARD DOCUMENT**

**WAGE SCALE
FOR BUILDING CONSTRUCTION**

louvers, according to specifications and mechanical codes. Cuts openings in walls and floors to accommodate ducts and fittings ; assembles and installs sheet metal ducts, fittings and hangers. Joins ducts and fittings ; seals seams and joints with duct sealant. Fills duct systems with air or smoke and read gauges to determine if system is leaking. May install and repair air conditioning and heating equipment. Performs other related duties.

**Tile Finisher - Ratio 1/3 Helpers \$8 .08
\$ 12.00 Rate \$ 0.43 Fringe \$ 12.43 Total**

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 file cutter.

**Tile Setter - Ratio 1/3 Helpers \$10.91
\$ 15.70 Rate \$ 1.09 Fringe \$ 16 .79 Total**

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 subfloor 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
\$ 10.78 Rate \$ 1.57 Fringe \$ 12.35 Total**

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.

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

00821-13
04-24-2006

CITY OF HOUSTON
STANDARD DOCUMENT

WAGE SCALE
FOR BUILDING CONSTRUCTION

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

PLUM0211-003 04/01/2004
Pipefitters * 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

* When Apprentices are shown, Helpers cannot be utilized

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.

END OF DOCUMENT

00821-14
04-24-2006