



Dallas Independent School District

CONSTRUCTION SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSALS

JOB ORDER CONTRACTING SERVICES

HAZARDOUS MATERIALS (HAZMAT) ABATEMENT DISTRICT-WIDE

CSP #CS 15-001 – JOC HAZMAT ABATEMENT

**Proposal Submittal Deadline: Tuesday, January 20, 2015, 2:00pm CST
Submittal Location: DISD Construction Services
3801 Herschel Ave., Dallas, TX 75219**



The Dallas Independent School District (DALLAS ISD) is soliciting competitive sealed proposals from qualified firms to establish a Job Order Contract (JOC) for Hazardous Materials (HAZMAT) Abatement, pursuant to Section 2269, *Texas Government Code*. This is a multi-year procurement, with a base term of two (2) years, and three (3) one-year renewal options.

Proposals shall be submitted in an envelope marked on the outside with the Offeror's name and address and proposal number **CSP #CS 15-001 – JOC HAZMAT ABATEMENT** to:

Dallas Independent School District
Attn: [REDACTED]
[REDACTED]
3801 Herschel Avenue
Dallas, TX 75219

Proposal Deadline is 2:00 PM CST, Tuesday, January 20, 2015

Faxed Proposals will not be accepted. Prices will not be read, nor disclosed in any other manner until award is made. Proposals received after 2:00 pm CST on date due will not be considered.

A Pre-Proposal meeting is scheduled for Tuesday, January 6, 2015 at the Construction Services office, 3801 Herschel Avenue, Dallas, TX 75219. The meeting is not mandatory, but the information presented may be helpful in preparing a response.

Document Distribution

All documents will be distributed through the District's bond program website <http://www.dallasisd2008bond.org/>.

Any addenda issued will be via the district website at <http://www.dallasisd2008bond.org/> under "Vendor Opportunities and Requirements." It is the responsibility of all Offerors to verify issued addenda and to obtain the addenda prior to submitting a proposal. Offerors shall acknowledge receipt of all addenda in their response.

Timeline

| | |
|------------------------------------|-------------------------------------|
| First Advertisement | Sunday, December 21, 2014 |
| Second Advertisement | Sunday, December 28, 2014 |
| Pre-Proposal Meeting | Tuesday, January 6, 2015 – 10:00 am |
| Deadline for Questions | Friday, January 9, 2015 - 2:00 pm |
| Addendum Issue Date (If Necessary) | NLT Tuesday, January 13, 2015 |
| Proposal Due Date | Tuesday, January 20, 2015 – 2:00 pm |
| Evaluation | Monday, January 26, 2015 |
| Anticipated Board Approval Date | Thursday, March 26, 2015 |

The dates after the proposal due date are subject to change.

Procedural Notes

1. Phone calls to the main Purchasing or Construction Services phone numbers for this CSP will be directed to the website for information.
2. Firms needing information are directed to search the existing CSP and Addenda at the website. Questions and answers of general interest will be posted to the website.
3. Qualified firms must follow the directions regarding inquiries, questions, and addenda on contacting the District. Failure to follow directions can result in rejection of materials.
4. Communication made after the deadline for questions or in a format not listed may not be responded to until after the submittal due date.
5. Requests for sales calls and introductory meetings will be respectfully declined.

TABLE OF CONTENTS

| | |
|------------------|--|
| Section 1 | <u>Introduction</u> |
| 1.1 | Description of the Dallas Independent School District |
| 1.2 | Background |
| 1.3 | Objective |
| Section 2 | <u>Notice to Respondents</u> |
| 2.1 | General |
| 2.2 | Submittal Deadline |
| 2.3 | District (Owner) Contact |
| 2.4 | Type of Contract |
| 2.5 | Pre-Proposal Meeting and Inquiries/Interpretations |
| 2.6 | Public Information |
| 2.7 | Award |
| 2.8 | Criteria for Selection |
| 2.9 | Acceptance of Evaluation Methodology |
| 2.10 | Commitment |
| 2.11 | Minority and Women Business enterprise (M/WBE) Program |
| 2.12 | Eligible Respondents |
| 2.13 | Work Performed by Affiliates and Independent Consultants of DISD Contracted Program Managers |
| Section 3 | <u>Response Requirements</u> |
| 3.1 | General Instructions |
| 3.2 | Preparation and Submittal Instructions |
| 3.3 | Pricing and Bonding |
| 3.4 | Submittal of Required Forms |
| Section 4 | <u>Master Agreement</u> |
| Section 5 | <u>Specifications</u> |

SECTION 1 – INTRODUCTION

1.1 District Overview

Dallas ISD seeks to be a premier urban school district.

The District sits in the heart of a large, diverse and dynamic region with a metropolitan population of 6.5 million people in the 12 counties in North Central Texas. Dallas ISD comprises 384 square miles and encompasses the cities of Dallas, Cockrell Hill, Seagoville, Addison, Wilmer and parts of Carrollton, Cedar Hill, DeSoto, Duncanville, Farmers Branch, Garland, Grand Prairie, Highland Park, Hutchins, Lancaster and Mesquite. The district is the second-largest public school district in the state, and the 14th-largest district in the nation.

The school district serves more than 157,000 students in pre-kindergarten through the 12th grade, in 220 schools, employing nearly 20,000 dedicated professionals.

1.2 Background

Voters approved a \$1.35 billion construction program in 2008 that has upgraded, renovated and expanded many existing facilities as well as built new schools. The goal is to provide more effective learning environments that are safe, welcoming and energy-efficient.

- **2008 Bond Program Overview/Schedule**

Bond funds in the amount of \$1,367,338,181 are being co-managed by the District's Construction Services and the Program Managers ("PMs") AECOM, Jacobs and Parsons. Consisting of four program phases and 104 Bid Packages, the Program is being executed with overall construction completion targeted in 2016. At this time all four program phases are proceeding concurrently: Phase 1 which started in February 2009 is completed, Phase 2 which began in November 2009, Phase 3 which started in January 2011, and Phase 4 which was initiated after the approval of new projects by the Board of Trustees in May 2013. In addition, construction for the New Jose "Joe" May Elementary School is scheduled to begin March, 2015, and will be reflected as a Phase 4 project.

- **2013 Dallas ISD Qualified School Construction Bond Program**

Approved by Dallas ISD Board of Trustees for **\$143 Million** on August 22, 2013. The Program is to provide improvements to 47 existing District facilities ("Projects" – "Orgs"), which includes renovating and converting science labs at middle schools and converting steam heating systems to hydronic heating systems. Funds in the amount of \$143,711,489 are being co-managed by the District's Construction Services and the Program Managers ("PMs") Jacobs and Parsons. Consisting of 47 projects making up 21 Bid Packages, the Program is being executed with overall construction completion targeted in 2016. At this time all projects in the program are proceeding concurrently.

HAZMAT Abatement projects utilizing federal funds will require compliance with the Davis Bacon Act and all applicable regulations, including but not limited to, certified payrolls.

1.3 Objective

The purpose of this CSP is to assist in Construction Services capital improvement renovation work that will be performed by others. The abatement contractor will remove asbestos containing materials and other designated HAZMAT items in select areas of schools based on a design provided by the HAZMAT

consultant. Each design will require a cost proposal from the contractor for each portion of the work identified as phases by the general contractor. These cost proposals will be based on the sum of the identified contractual unit pricing for specified units of work and proposed coefficient values submitted as part of this bid and will be approved as job specific order(s).

The District will select and place under contract multiple HAZMAT abatement contractors for the purpose of supporting this effort. The District does not guarantee the dollar amounts that would be provided to any of the selected contractors. This solicitation is not exclusive - other separate contractors may be engaged by the District or other general contractors at times and locations to be decided by the District.

As used in the CSP, the following terms have the meanings set forth below:

“Coefficient” means a numerical factor which represents costs not considered as included in Unit Price Guide unit prices, including general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor’s profit, and indirect costs. Proposer shall provide the same coefficient for normal working hours and non-normal working hours, to satisfy the requirements of the Program as outlined in this CSP.

“Non-prepriced item” means a necessary, but incidental, part of a job or project ordered under a Job Order Contract that is not identified in the pre-priced contractual unit pricing list. The coefficient applied to a prepriced item shall not be applied to a non-prepriced item.

“Assignment of Work” means a description of a project to be ordered under a Job Order Contract which contains sufficient detail to determine quantities and quality, and the time for performance.

“Contractual Unit Pricing” means a compilation of asbestos related and minor construction tasks, along with associated units of measure and unit prices provided by the Owner to be used in administration of this Contract.

The price for a job or Assignment of Work ordered by the Owner under this proposed Contract shall be based on the Contractual Unit Pricing and the Contractor’s Coefficient, and any non-prepriced items. Non-prepriced items shall not exceed ten percent (10%) of the value of the Job Order. The Owner shall have the unconditional right to withdraw its Job Order at any time before or after the Contractor has submitted its proposal for a Job Order. In order for a Job Order under this proposed Contract to become effective, it must be (a) signed by the Owner and the Contractor, (b) a unit price order based on the quantities and line items delivered, and (c) based on a Assignment of Work which may be negotiated between the Owner and the Contractor.

State license and certifications shall be required for the execution of Contracts. Bidders shall maintain a local office within the Dallas/Fort Worth Metroplex. Bidders shall have verifiable experience of asbestos abatement work performed for a school district or college/university system within the last two (2) years and shall have current and continuous company licensure by the Texas Department of Health (TDH) for at least three (3) years prior to submission of the bid and shall be in good standing.

SECTION 2 – NOTICE TO RESPONDENTS

2.1 General

The Dallas Independent School District (“Owner”, or “District”) is soliciting competitive sealed proposals from qualified firms to establish a Job Order Contract (JOC) for Hazardous Materials (HAZMAT) Abatement, pursuant to Section 2269, *Texas Government Code*, in accordance with the terms, conditions and

requirements set forth in this Request for Competitive Sealed Proposal, **CSP No. CS 15-001** and the attached Master Agreement for these services. This Request for Competitive Sealed Proposal ("CSP") and attached Master Agreement provide sufficient information for interested parties to prepare and submit proposals for consideration by Owner.

Respondents are cautioned to read the information contained in this CSP and Master Agreement carefully and to submit a complete response to all the requirements and questions, as directed.

2.2 Submittal Deadline

Owner will accept responses until 2:00 pm, CST, Tuesday, January 20, 2015.

2.3 District (Owner) Contact

Any questions or concerns regarding this CSP shall be directed to [REDACTED] Director of Contracts & Procurement, [REDACTED]. Owner specifically requests that Respondents restrict all contact and questions regarding this CSP to the above named individual. It is requested that all contact and questions be placed in e-mail, and no phone calls or sales calls be made regarding this procurement.

2.4 Type of Contract

Successful respondents will be required to enter into a contract in the form attached hereto as Exhibit A – The Master Agreement. Acknowledgement to do so shall be affirmed by the submission of a response to this CSP. Exceptions to this contract could result in the proposal being deemed non-responsive.

2.5 Pre-Proposal Meeting and Inquiries/Interpretations

2.5.1 Pre-Proposal Meeting

A Pre-Proposal meeting is scheduled for Tuesday, January 6, 2015 at 2:00 pm. In the event of inclement weather or other unscheduled closing of the Dallas ISD or portions of the District, the meeting will be rescheduled, with notice posted on the District website in the same format as an Addendum.

Attendance at the meeting is not mandatory, however, is strongly recommended. Due to meeting space and time constraints, it is requested that no more than two representatives from each firm attend. A sign-in list will be published at the website after the meeting.

2.5.2 Inquiries/Interpretations

Responses to inquiries which directly affect an interpretation or change to this CSP will be issued in writing by addendum and posted to the Owner's website at [REDACTED] under "Vendor Opportunities and Requirements." All such addenda issued by Owner prior to the time that responses are received shall be considered part of the CSP, and the Respondent shall be required to consider and acknowledge receipt of such in the response. Only those inquiries Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda in their responses.

2.6 Public Information

Owner 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.*) after a contract is awarded.

Respondents are hereby notified that Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of CSP information.

Respondents are further notified that the Owner may publish sign-in sheets, submittals, rankings, and evaluations or portions of these items or other submitted items when the Owner determines this to be in the Owner's interest, and all Respondents must agree to this condition to be considered as a potential District vendor.

2.7 Award

The District anticipates awarding this CSP for JOC HAZMAT abatement services to multiple vendors. Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at Owner's sole option and discretion, Owner may discuss or negotiate all elements of the proposal with selected Respondents which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s). After the submission of a proposal but before making an award, Owner may permit the offeror to revise the proposal in order to obtain the best final offer. Owner may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. Owner will provide each offeror with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but Owner reserves the right to include additional proposals in the competitive range if deemed in the best interest of Owner. Owner reserves the right to reject any and all proposals if deemed to be in the best interests of Owner and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of Owner and to temporarily or permanently abandon the procurement. If the Owner awards a contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to Owner, considering price and the evaluation factors set forth in this CSP

2.8 Criteria for Selection

In determining whom to award a contract in conjunction with the CSP, the District shall consider the following criteria, including, but not limited to:

- (1) The purchase price;
- (2) The reputation of the vendor and of the vendor's goods or services;
- (3) The quality of the vendor's goods or services;
- (4) The extent to which the goods or services meet the district's needs;
- (5) The vendor's past relationship with the district;
- (6) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (7) The total long-term cost to the district to acquire the vendor's goods or services;
- (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (a) Has its principal place of business in this state; or
 - (b) Employs at least 500 persons in this state; and
- (9) Any other relevant factor specifically listed in the Request for Competitive Sealed Proposal.

Proposals will be scored according to the following scoring matrix:

| Evaluation Criteria Score Sheet | | Max Points | Vendor Score |
|---------------------------------|--|------------|--------------|
| 1. | Purchase Price: Coefficient(s) Applied to Contractual Unit Pricing (Price will be scored using the following formula: $PL/PE \times PP=PA$) <i>PL=Lowest fee; PE=Proposal being evaluated; PP=Possible points and PA=Points Awarded</i> | 40 | |
| 2. | Reputation of the vendor and the vendor's goods or services, specifically: | | |
| | a. References/Experience HAZMAT Abatement Services with K-12 Schools and/or other Government Entities | 10 | |
| 3. | Quality of vendor's goods and services (Safety Plan and IRM; Proposed Project Team & Management Approach to Projects). | 10 | |
| 4. | The extent to which the goods or services meet the district's needs, specifically: | | |
| | a. Adequate Staffing, Expertise, and Sub-Contractor Resources | 7 | |
| 5. | Vendor's past relationship with the District – experience and familiarity | 10 | |
| 6. | The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. This will be applied to your M/WBE Participation and is worth 20 points broken down as follows: | | |
| 6 a. | Firm has an Affirmative Action/Diversity Plan and/or Policy and its workforce composition reflects its policies. List within the proposal, the firm's Affirmative Action/Diversity Plan and/or Policy and the workforce composition. | 1 | |
| 6 b. | Firm provided positive historical M/WBE utilization on previous contracts, including but not limited to Dallas ISD Contracts. | 5 | |
| 6 c. | Composition of the firm's team make-up meets the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles. | 3 | |
| 6 d. | Composition of the firm's team make-up exceeds the district's M/WBE participation goal at the subcontracting/supplier level and includes diverse M/WBE firms in significant and meaningful roles. | 5 | |
| 6 e. | Firm has currently established a Joint Venture partnership with a certified M/WBE firm in significant and meaningful roles for this proposal. Specify the percentage that the certified M/WBE will be allocated. Submit a certified copy of the JV agreement. Points will be awarded, pro-rata, based on the participation and responsibilities of the partners. | 5 | |
| 6 f. | Firm currently participates in a Mentor Protégé Program, as a mentor. List within the proposal, the name, address, and contact information for the protégé along with the Mentor Protégé agreement. Provide any progress reports and deliverables achieved. | 1 | |
| 7. | Long-term cost to the District to acquire the vendor's goods and services (Dun & Bradstreet Rating). | 3 | |
| 8. | For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) Has its principal place of business in this state; or (b) Employs at least 500 persons in this state | 0 | |
| 9. | Any other relevant factor specifically listed in the Request for Competitive Sealed Proposal. | 0 | |
| Maximum Total Points | | 100 | |

2.9 Acceptance of Evaluation Methodology

Submission of a response indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by Owner during the assigning of points.

2.10 Commitment

Respondent understands and agrees that this CSP is issued predicated on anticipated requirements for **job order contracting, hazmat abatement district-wide**, and related services, and that Owner has made no representation, written or oral, that any such requirements be furnished under a contract arising from this CSP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.11 Minority and Women Business Enterprise (M/WBE) Program

If any job order assigned resulting from this CSP is expected to exceed \$50,000 then completion of the Good Faith Effort Program is a mandatory condition precedent to the assignment of any such job order. See Attachment B, for the required M/WBE documentation. Failure to submit the required M/WBE documentation in your CSP proposal will result in rejection of a response or submittal.

2.12 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants or subcontractors.)

2.13 Work Performed by Affiliates and Independent Consultants of DISD Contracted Program Managers

Definitions:

Affiliate(s) – Relationship between two companies when one company owns substantial interest, but less than a majority of the voting stock of another company, or when two companies are both subsidiaries of a third company.

Independent Consultant(s) – A person or entity which provides services under terms specified in a contract, and is not an affiliate or subsidiary.

A Program Manager(s) under contract, including all Affiliate(s) and Independent Consultant(s) **may not** bid, submit qualifications, or otherwise propose on any other work comprising this bond program.

See District Board Policies CHE (Local), DBD (Local) and CV (Local) for conflict of interest, ethics, and other prohibitions. These are strictly enforced, and all Respondents shall conform to these requirements. These policies may be accessed at <http://pol.tasb.org/Home/Index/361>.

SECTION 3 – RESPONSE REQUIREMENTS

3.1 General Instructions

3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

3.1.2 Responses and any other information submitted by Respondents in response to this Request for Proposals shall become the property of Owner.

3.1.3 Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for response preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit responses at their own risk and expense.

3.1.4 Responses which are qualified with conditional clauses, or alterations, or items not called for in the CSP documents, or irregularities of any kind are subject to disqualification by Owner, at its option.

3.1.5 Each response should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this CSP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

3.1.6 Owner makes no guarantee that an award will be made as a result of this CSP, and reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this CSP or resulting contract when deemed to be in Owner's best interest. Representations made within the response will be binding on responding firms. Owner will not be bound to act by any previous communication or response submitted by the firms other than this CSP.

3.1.7 Failure to comply with the requirements contained in this CSP may result in the rejection of your response.

3.2 Preparation and Submittal Instructions

3.2.1 Respondents must complete, sign and return the attached Offer Form as part of their response. Response must be signed by Respondent's company official(s) authorized to commit such responses. Failure to sign and return these forms will subject your response to disqualification.

3.2.2 Responses to this CSP should consist of answers to the required Respondent Questionnaire. In cases where a question does not apply or if unable to respond, indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

3.2.3 Responses must be typed or printed on letter-size (8-1/2" x 11") paper. Some fold-out materials may be provided if necessary. Owner requests that responses be submitted in a binder. Preprinted material should be referenced in the response and included as labeled attachments. Sections should be divided by tabs for ease of reference. **Any responses greater than 100 individual pages may not be able to be reviewed. A page is defined for this paragraph as a single sheet or fold out sheet with printing or graphics on one or both sides. District required forms are not part of the individual page count.**

3.2.4 Include with the response a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the response as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

3.2.5 All pages of the response should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

3.2.6 Submit one (1) original and five (5) copies of your proposal. In addition, vendors shall supply one (1) soft copy (electronic) in either CD Rom or flash drive. An original signature must appear on the Offer Form of the original copy submitted.

3.2.7 Proposals shall be submitted no later than 2:00 PM CST, on Tuesday, January 20, 2015. Proposals shall be in an envelope clearly marked on the outside with the Offeror's name and address, proposal number **CSP #CS 15-001 – JOC HAZMAT ABATEMENT**, and submittal deadline. Proposals shall be delivered to:

Dallas Independent School District
Attn: [REDACTED]
[REDACTED]
3801 Herschel Avenue
Dallas, TX 75219

Late responses properly identified will be returned to Respondent unopened or recycled, if practical. Late responses will not be considered under any circumstances. Fax and telephone responses are not acceptable.

3.2.8 A response may be withdrawn and resubmitted any time prior to the time set for receipt of responses. No response may be withdrawn after the submittal deadline without approval by the Owner which shall be based on Respondent's submittal, in writing, of a reason acceptable to the Owner.

3.2.9 Responses are to be valid for the Owner's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the life of the Contract.

3.3 Bonding

Respondents shall include with their proposal a letter of intent from a surety company indicating the applicant's bonding ability for this project. The surety shall acknowledge that the firm may be bonded for an individual job order with a potential maximum project cost of **\$450,000 (four hundred fifty thousand dollars) for job order contracting work** and including ongoing work already under agreement or negotiation. Individual job orders may be larger or smaller than this amount. Bonding requirements are set forth in Article 11 of the attached Master Agreement.

3.4 Submittal of Required Forms

Firms are instructed to complete, sign and return the following documents as a part of their response submittal. Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

3.4.1 Proposal Offer Form – This serves as a confirmation that your pricing was not submitted in collusion with any other vendor offering a quotation on this project. It further serves as an affidavit of accuracy as to the information supplied by you on remaining required forms.

3.4.2 Proposal Bid/Form – This form is to complete pricing offered for this procurement and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

3.4.3 Respondent Questionnaire – Respondents are to submit a complete response to each of the items listed in this questionnaire. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE. Responses requiring additional space should be brief and submitted as an attachment to this section.

3.4.4 Certificate of Non-Discrimination – In connection with the execution of this Contract, the Contractor shall fully comply with the District non-discrimination policy.

3.4.5 Felony Conviction Notice – Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted.

3.4.6 Family Conflict of Interest Questionnaire – This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services. Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

3.4.7 Conflict of Interest Compliance Form – This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two-page form, the first of which is a **Notice to Vendors** and the remaining page is the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. **NOTE:** Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

3.4.8 Non-Collusion Form – This form certifies that the prices in Respondent's offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor.

3.4.9 Federal and State Debarment Form – This form must be signed in order to be deemed eligible for award regarding Federal and State debarment, felony conviction notification and criminal background checks.

3.5.0 Minority and Women Business Enterprise Compliance Guideline Form – See Section 2.11.

SECTION 4 – MASTER AGREEMENT

The Master Agreement, for all intents and purposes, is intended as the complete and exclusive statement of the agreement between the Owner and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, assignments of work, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Master Agreement are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof.

SECTION 5 – SPECIFICATIONS

5.1 General

Owner requests proposals from qualified and experienced firms for Job Order Contracting Services, Hazardous Material ("HAZMAT") abatement, district-wide, on an as-needed basis.

5.2 Scope of Work

All abatement activities shall be conducted in accordance with applicable local, State and Federal Regulations. Additionally, the contractor shall perform the work based on individual design criteria developed by the Abatement Consultant for each specific task and/or phase of each project, for the individual Job Order (Assignment of Work).

5.3 Term

5.3.1 This contract will be for a two year initial term, with three one-year renewal options. Individual job orders will contain their own schedule for completion.

5.4 Project Execution

Owner shall provide or contract for, independently of the job order abatement contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by Owner.

5.5 Contract Management

Any resulting contract will be held by the District. Work under any resulting contract may be managed by one or more program management firms providing services in planning and managing the current Bond Program. Work with independent architectural and engineering firms is also necessary as directed by the Program Manager or Construction Services office.

Services provided under any contract that may result from this CSP may be managed by employees of the Owner, or consulting firms providing management to the Owner under separate contract, or a combination thereof, at the sole discretion of the Owner.

5.6 Contractual Unit Prices

Contractual Unit Prices for this CSP are provided on the attached Pricing Schedules. There are two Pricing Schedules to be completed. One for non-federally funded work and one for federally funded work (required compliance with the Davis Bacon Act which includes certified payrolls). Respondents are required to propose one coefficient to be applied to each work item. The proposed coefficient will be utilized for the pricing portion of the proposal evaluation.

5.7 Coefficient and Costing Descriptions

5.7.1 Method of Determining Individual Job Order Cost:

- A. Descriptions and quantities will be referenced in the Assignment of Work for the individual job order.
- B. The contractual unit price for each line item (as referenced above) will be listed.
- C. All lines will be multiplied by the proposed coefficient to the value of the pre-priced work.
- D. The value of the non-pre-priced work is entered.
- E. Total of pre-priced work and non-pre-priced work equal the Total Fixed Price stipulated sum for Job Order.

5.7.2 Coefficient

- A. The Coefficient(s) submitted with the Respondent's proposal, used as indicated above, will provide the Total Fixed Price stipulated sum described above.
- B. The Coefficient must include all costs other than those contained in the pre-priced unit prices, including, but not limited to: direct cost of doing the work; labor burden; overhead, G&A; profit, project office expenses, supervision, quality control, safety requirements, mobilization, close out costs, bonding costs, insurance, compliance with environmental laws, protective clothing and equipment; traffic and site work barriers, computer equipment and software, vehicles, maintenance, fuel, testing and all contingencies in connection with performance of the work. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.

5.7.3 Non-Pre-Priced Work

- A. Non-Pre-Priced Work shall not exceed ten percent (10%) of the Total Fixed Price stipulated sum for each Job Order.

5.8 Process

The awarded HAZMAT Abatement Contractors will be ranked based on the published evaluation criteria in the CSP.

The Program Management Firm (PMF) will notify the 1st ranked contractor of a specific job order contract (JOC) opportunity first. If it is determined that the 1st ranked contractor is unable to fulfill the requirements of the specific JOC (such as, but not limited to scheduling, bonding requirements, etc.) then the PMF will proceed to the 2nd ranked contractor. This process will continue with the remaining ranked contractors as needed.

The District reserves the right at any time to waive this process and contact one of the awarded contractors directly for any JOC work needed as part of this Agreement.

(This space left blank intentionally)

**PROPOSAL OFFER FORM
CSP #CS 15-001 – JOC HAZMAT ABATEMENT**

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with Dallas ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this CSP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Dallas ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Dallas ISD's Purchasing personnel; or in any discussions or actions between offer/offers and any Dallas ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____
Street Address

Name: _____
Please Print

_____ City State Zip

Title: _____
Please Print

Phone #: _____

E-mail: _____

Fax #: _____

D&B # _____

SS or Fed ID #: _____

Acknowledgement of Addenda (if applicable): Addenda No.1 ___ Addenda No. 2 ___ Addenda No. 3 ___

**ENVELOPES SHOULD BE PLAINLY MARKED:
"CSP #CS 15-001 – JOC HAZMAT ABATEMENT
DUE DATE: XXXXX – 2:00 P.M."**

THIS PAGE MUST BE RETURNED WITH THE CSP

PROPOSAL BID/FORM
CSP #CS 15-001 – JOC HAZMAT ABATEMENT

Having carefully examined all the terms, conditions, specifications, and requirements of this CSP and any attachments thereto, the undersigned proposes to furnish HAZMAT Abatement services as required pursuant to the aforementioned documents at the below quoted terms.

1. On the following pages, insert the proposed coefficient for each line item scope description identified and calculate the proposed Contractual Unit Price by multiplying the proposed coefficient by the Contractual Unit Price shown.

This information will be applied to a “sample abatement project” based on the historical frequency DISD Construction Services has experienced during renovations of existing buildings. The total cost of the “sample abatement project” will then be utilized for the pricing portion of the proposal evaluation.

2. Provide the Costing Methodology for Non-Pre-Priced Work:

3. Complete the attached Proposal Questionnaire Form and remaining Required Forms identified in Section 3.4 of this CSP.

THIS PAGE MUST BE RETURNED WITH THE CSP

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

All Funding Sources Except Federal Funds

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|-------------------------------------|----------------------------|--------------------|------------------------|------------------------------|------------------------|-----------------------------------|
| 1 General | | | | | | |
| 1a. | Mobilization | Each | \$ 1,000.00 | Project Total Cost <=\$5,000 | | \$ - |
| | | | \$ 300.00 | Project Total Cost >\$5,000 | | \$ - |
| 1b. | Certified Payroll | Each | \$ 1,000.00 | Regular | | \$ - |
| 1c. | General Labor | Hour | \$ 12.00 | Regular | | \$ - |
| | | | \$ 18.00 | Overtime | | \$ - |
| 2 Thermal Systems Insulation | | | | | | |
| 2a. | 3" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 12.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2b. | 4" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 12.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2c. | 6" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 14.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2d. | 8" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 14.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2e. | 10" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 18.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2f. | 12" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 18.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2g. | 3" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 9.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2h. | 4" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 9.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2i. | 6" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 11.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2j. | 8" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 11.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2k. | 10" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 16.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2l. | 12" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 16.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2m. | TSI Other | Square Feet (S.F.) | \$ 15.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

All Funding Sources Except Federal Funds

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|----------------------------------|---|--------------------|------------------------|----------------|------------------------|-----------------------------------|
| 3 Spray Applied Materials | | | | | | |
| 3a. | Misc. Insulation | Square Feet (S.F.) | \$ 6.85 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 3b. | Misc. Texture | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4 Flooring | | | | | | |
| 4a. | Floor Tile & Mastic | Square Feet (S.F.) | \$ 2.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4b. | Floor Tile & Mastic (RFCI Method) | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4c. | Floor Tile & Mastic (Over Wood Flooring) | Square Feet (S.F.) | \$ 5.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4d. | Carpet and Mastic | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4e. | Each Additional Layer of Flooring & Mastic | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4f. | Non-Hazardous Flooring | Square Feet (S.F.) | \$ 1.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5 Ceilings | | | | | | |
| 5a. | *Lay-in Ceiling Tile & Grid | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5b. | *Plaster Ceiling, Lath & Grid with Insulation / Texture | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5c. | Each Additional Layer of Ceiling Materials | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5d. | *Ceiling Tile & Mastic | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5e. | Texture on Plaster Ceiling | Square Feet (S.F.) | \$ 5.25 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5f. | Insulation on Plaster Ceiling | Square Feet (S.F.) | \$ 5.25 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5g. | Non-Hazardous Ceiling | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 6 Windows | | | | | | |
| 6a. | Caulking | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

All Funding Sources Except Federal Funds

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|------------|--|--------------------|------------------------|------------------|------------------------|-----------------------------------|
| 6b. | Glazing | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 6c. | Window Unit | Each | \$ 225.00 | (<4 SF) | | \$ - |
| | | | | Overtime | | \$ - |
| | | | \$ 300.00 | (>=4 SF < 12 SF) | | \$ - |
| | | | | Overtime | | \$ - |
| | | | \$ 500.00 | (>=12 SF < 32SF) | | \$ - |
| | | | | Overtime | | \$ - |
| \$ 750.00 | (>32 SF < 72 SF) | | \$ - | | | |
| | Overtime | | \$ - | | | |
| 7 | Walls & Millwork | | | | | |
| 7a. | Plaster wall & studs with Insulation / Texture | Square Feet (S.F.) | \$ 4.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7b. | Insulation on Plaster wall | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7c. | Texture on Plaster wall | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7d. | Each Additional Layer of Wall Materials | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7e. | Sheet Rock / Joint Compound | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7f. | CMU Block filler | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7g. | CMU Texture | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7h. | Ceramic Tile Grout | Square Feet (S.F.) | \$ 4.20 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7i. | Restroom Caulking | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 7j. | Chalk Boards & Mastic | Square Feet (S.F.) | \$ 3.00 | Regular | | \$ - |
| | | | | Overtime | | \$ - |
| 7k. | Cabinets & Countertops | Linear Feet (L.F.) | \$ 3.00 | Regular | | \$ - |
| | | | | Overtime | | \$ - |
| 7l. | Non-Hazardous Wall | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

All Funding Sources Except Federal Funds

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|------------------|---|--------------------|------------------------|----------------|------------------------|-----------------------------------|
| 8 Roofing | | | | | | |
| 8a. | Mastic | Lineal Feet (L.F.) | \$ 9.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 9 Soils | | | | | | |
| 9a. | Contaminated Soils | Cubic Yard (C.Y) | \$ 100.00 | <=10 CY | | \$ - |
| | | | | >10 CY | | \$ - |
| | | | | Overtime | | \$ - |
| 9b. | Make Safe Zone | Square Feet (S.F.) | \$ 3.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10 HVAC | | | | | | |
| 10a. | Boiler Base Insulation | Square Feet (S.F.) | \$ 10.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10b. | Duct Insulation & Mastic | Square Feet (S.F.) | \$ 4.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10c. | Unit Ventilator or Other Mechanical Equipment Attached to Wall or Floor | Linear Feet (L.F.) | \$ 4.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 11 Other | | | | | | |
| 11a. | 10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Set-up and removal) | Each | \$ 250.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 11b. | 10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Per Day) | Each | \$ 40.00 | All | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

Federally Funded JOCs Only

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|-------------------------------------|----------------------------|--------------------|------------------------|------------------------------|------------------------|-----------------------------------|
| 1 General | | | | | | |
| 1a. | Mobilization | Each | \$ 1,000.00 | Project Total Cost <=\$5,000 | | \$ - |
| | | | \$ 300.00 | Project Total Cost >\$5,000 | | \$ - |
| 1b. | Certified Payroll | Each | \$ 1,000.00 | Regular | | \$ - |
| 1c. | General Labor | Hour | \$ 12.00 | Regular | | \$ - |
| | | | \$ 18.00 | Overtime | | \$ - |
| 2 Thermal Systems Insulation | | | | | | |
| 2a. | 3" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 12.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2b. | 4" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 12.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2c. | 6" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 14.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2d. | 8" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 14.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2e. | 10" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 18.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2f. | 12" Diameter TSI from Pipe | Lineal Feet (L.F.) | \$ 18.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2g. | 3" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 9.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2h. | 4" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 9.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2i. | 6" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 11.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2j. | 8" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 11.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2k. | 10" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 16.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2l. | 12" Diameter TSI & Pipe | Lineal Feet (L.F.) | \$ 16.50 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 2m. | TSI Other | Square Feet (S.F.) | \$ 15.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

Federally Funded JOCs Only

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|----------------------------------|---|--------------------|------------------------|----------------|------------------------|-----------------------------------|
| 3 Spray Applied Materials | | | | | | |
| 3a. | Misc. Insulation | Square Feet (S.F.) | \$ 6.85 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 3b. | Misc. Texture | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4 Flooring | | | | | | |
| 4a. | Floor Tile & Mastic | Square Feet (S.F.) | \$ 2.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4b. | Floor Tile & Mastic (RFCI Method) | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4c. | Floor Tile & Mastic (Over Wood Flooring) | Square Feet (S.F.) | \$ 5.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4d. | Carpet and Mastic | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4e. | Each Additional Layer of Flooring & Mastic | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 4f. | Non-Hazardous Flooring | Square Feet (S.F.) | \$ 1.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5 Ceilings | | | | | | |
| 5a. | *Lay-in Ceiling Tile & Grid | Square Feet (S.F.) | \$ 1.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5b. | *Plaster Ceiling, Lath & Grid with Insulation / Texture | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5c. | Each Additional Layer of Ceiling Materials | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5d. | *Ceiling Tile & Mastic | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5e. | Texture on Plaster Ceiling | Square Feet (S.F.) | \$ 5.25 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5f. | Insulation on Plaster Ceiling | Square Feet (S.F.) | \$ 5.25 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 5g. | Non-Hazardous Ceiling | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 6 Windows | | | | | | |
| 6a. | Caulking | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

Federally Funded JOCs Only

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|------------|--|--------------------|------------------------|------------------|------------------------|-----------------------------------|
| 6b. | Glazing | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 6c. | Window Unit | Each | \$ 225.00 | (<4 SF) | | \$ - |
| | | | | Overtime | | \$ - |
| | | | \$ 300.00 | (>=4 SF < 12 SF) | | \$ - |
| | | | | Overtime | | \$ - |
| | | | \$ 500.00 | (>=12 SF < 32SF) | | \$ - |
| | | | | Overtime | | \$ - |
| \$ 750.00 | (>32 SF < 72 SF) | | \$ - | | | |
| | Overtime | | \$ - | | | |
| 7 | Walls & Millwork | | | | | |
| 7a. | Plaster wall & studs with Insulation / Texture | Square Feet (S.F.) | \$ 4.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7b. | Insulation on Plaster wall | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7c. | Texture on Plaster wall | Square Feet (S.F.) | \$ 4.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7d. | Each Additional Layer of Wall Materials | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7e. | Sheet Rock / Joint Compound | Square Feet (S.F.) | \$ 3.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7f. | CMU Block filler | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7g. | CMU Texture | Square Feet (S.F.) | \$ 8.00 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7h. | Ceramic Tile Grout | Square Feet (S.F.) | \$ 4.20 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |
| 7i. | Restroom Caulking | Lineal Feet (L.F.) | \$ 8.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 7j. | Chalk Boards & Mastic | Square Feet (S.F.) | \$ 3.00 | Regular | | \$ - |
| | | | | Overtime | | \$ - |
| 7k. | Cabinets & Countertops | Linear Feet (L.F.) | \$ 3.00 | Regular | | \$ - |
| | | | | Overtime | | \$ - |
| 7l. | Non-Hazardous Wall | Square Feet (S.F.) | \$ 2.50 | <=200 SF | | \$ - |
| | | | | >200 SF | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 - JOC HAZMAT ABATEMENT

Federally Funded JOCs Only

| Bid Item # | Scope Item Description | Unit of Measure | Contractual Unit Price | Range of Units | Proposer's Coefficient | Proposer's Contractual Unit Price |
|------------------|---|--------------------|------------------------|----------------|------------------------|-----------------------------------|
| 8 Roofing | | | | | | |
| 8a. | Mastic | Lineal Feet (L.F.) | \$ 9.00 | <=200 LF | | \$ - |
| | | | | >200 LF | | \$ - |
| | | | | Overtime | | \$ - |
| 9 Soils | | | | | | |
| 9a. | Contaminated Soils | Cubic Yard (C.Y) | \$ 100.00 | <=10 CY | | \$ - |
| | | | | >10 CY | | \$ - |
| | | | | Overtime | | \$ - |
| 9b. | Make Safe Zone | Square Feet (S.F.) | \$ 3.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10 HVAC | | | | | | |
| 10a. | Boiler Base Insulation | Square Feet (S.F.) | \$ 10.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10b. | Duct Insulation & Mastic | Square Feet (S.F.) | \$ 4.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 10c. | Unit Ventilator or Other Mechanical Equipment Attached to Wall or Floor | Linear Feet (L.F.) | \$ 4.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 11 Other | | | | | | |
| 11a. | 10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Set-up and removal) | Each | \$ 250.00 | All | | \$ - |
| | | | | Overtime | | \$ - |
| 11b. | 10 ft. x 7 ft. x 5 ft. Stationary Scaffold Tower (Per Day) | Each | \$ 40.00 | All | | \$ - |
| | | | | Overtime | | \$ - |

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

PART 1. GENERAL

1.01 Contractor Firm Information

| | |
|---|--|
| Contractor's Firm Name (Legal Name) | |
| Contractor's Point of Contact with Signature Authority | |
| Street Address | |
| Phone and Fax Number | |
| Point of Contact Email Address | |
| Type of Business: <input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership, <input type="checkbox"/> Sole proprietorship, <input type="checkbox"/> Joint Venture | |
| State of Incorporation | |
| In continuous business since (Date of Incorporation/ Years in Business): | |
| List other fully staffed offices or fully staffed branch offices of your organization: | |
| <u>Name</u> | <u>Branch Manager</u> |
| | <u>Telephone Number</u> |
| Corporate Officers, Partners or Owners of Organization: | |
| <u>Name</u> | <u>Title</u> |
| | <u>Construction Experience (Years)</u> |
| Check box(es) corresponding to the nature of your business: <input type="checkbox"/> Large Business (100 or more employees) <input type="checkbox"/> Small Business (fewer than 100 employees) <input type="checkbox"/> Minority Owned Business; Certified with _____ <input type="checkbox"/> Women Owned Business; Certified with _____ <input type="checkbox"/> Other (Define) _____ | |
| Has your organization ever defaulted or failed to complete any work awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, stipulate where and why: | |
| Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, stipulate where and why: | |

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

PART 2. TECHNICAL

The Contractor is requested to submit a complete response to each of the items listed in this technical questionnaire form. If the question is not applicable, please provide a response after each question or section with the words: NOT APPLICABLE TO THIS PROJECT. Responses requiring additional space should be brief and submitted as an attachment to this section.

2. Reputation of Vendors and of the Vendor's Goods or Services (5 Points out of 100 Possible Points in the Selective Criteria)

2 a. References (5 Points of the 5 points Possible under Reputation of Vendors and of the Vendor's Goods or Services)

Provide five projects, from five separate organizations, with appropriate references using the attached form. Answer the questions for each relevant project, with emphasis on school, and/or educational experience, that your organization has in-progress or completed in the last four years, using the format below:

A member of the Evaluation Committee will verify the information with the references provided and may ask additional questions of the references. Contractor should ensure availability of the references after bid opening.

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

Project No. _____ :

| | |
|--|--|
| Owner / Name and Location of Project: | |
| Type of Project: (HAZMAT Abatement, Renovation, Addition, New Construction?) | |
| Procurement Method: (Competitive Bidding, CSP, JOC, Other) | |
| Type of Contract: (Lump Sum, Cost Plus, T&M, other) | |
| Contract Amount: (at time of award) | |
| Final Contract Amount: (If in progress, contract amount to date) | |
| Contract Time: (at time of award) | |
| Percent Complete: | |
| Projected/Actual Completion Date: | |
| If completed, was the project completed on time? If in progress, is the project on schedule? | |
| What kind of delays occurred? | |
| Did Contractor operate in a safe manner? Was safety a priority to the Contractor? | |
| Reporting Tools used: (Daily reports, weekly reports, monthly reports) | |
| Superintendent's Name: | |
| Project Manager's Name: | |
| Owner* or Appropriate Owner's Representative** Reference Contact Name/Telephone-Facsimile/Address: *If reference is no longer employed by the Owner indicate current Employer and Title. **Program Managers cannot be used as a reference from a past projects on one of their own current projects. | |

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

Proposer should copy this form for use on 5 past projects.

3. The Quality of the Vendor's Goods or Service (12 Points out of 100 Possible Points in the Selective Criteria)

3 a. Safety Plan and Insurance Rate Modifier (IRM): (5 Points of the 12 points Possible under Criteria 3)

A. List your organization's Insurance Rate Modifier (IRM) for the current year as obtained from your insurance agent. Copy of IRM from insurance agent to be attached as confirmation.

_____current year IRM

B. Complete the matrix for the five past years, as obtained from OSHA No. 300 Log:

| | Year | Year | Year | Year | Current Year |
|--|-------|-------|-------|-------|--------------|
| | _____ | _____ | _____ | _____ | _____ |
| Number of injuries and illnesses | | | | | |
| Number of lost time accidents | | | | | |
| Number of recordable cases | | | | | |
| Number of fatalities | | | | | |
| Number of employee direct hire fixed hours worked (round to 1,000's) | | | | | |

C. Are regular project safety meetings held by Field Supervisor(s)? Yes No
 If yes, frequency: Weekly Bi-Weekly Monthly As Needed

D. Are project safety inspections conducted? Yes No
 If yes, who performs inspection? _____
 How often? Weekly Bi-Weekly Monthly As Needed

E. Does your organization have a written safety program? Yes No
 If yes, two copies of the full safety manual must be provided. Two CD-ROMs, each containing the safety manual in PDF format clearly marked as "Safety Manual" is preferred.
 If no, then the contractor may adopt the Dallas ISD Safety manual. Will your organization adopt the DALLAS ISD Safety Manual? Yes No

F. Does your organization have a safety orientation program for new employees? Yes No
 For employees promoted to Field Supervisor? Yes No
 If yes, does your Supervisor Safety Program include instructions on the following topics?

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

| | Yes | No |
|-------------------------------|-----|----|
| Safety work practices | | |
| Tool box safety meetings | | |
| First aid procedures | | |
| Accident investigation | | |
| Fire protection | | |
| HazCom Program | | |
| Record keeping | | |
| Emergency response procedures | | |
| New worker orientation | | |

G. Does your organization have a written Drug and Alcohol policy in place? ___Yes ___No

If yes, provide a copy of the policy as an attachment.

If no, please note when adopting the Dallas ISD safety manual, the contractor is also adopting the “Drug and Alcohol Policy” included within.

F. Provide a resume of the Safety Manager.

3 b. Proposed Project Team(s) and Management approach to proposed projects: (7 Points of the 12 points Possible under Criteria 3)

Please note that Dallas ISD requires a full-time superintendent to be assigned to each individual job site while Work is in progress, contingent upon the continued employment of those personnel by the Contractor. Contractor’s staffing approach and organization must reflect this requirement. Contractor may not make any changes to these personnel assignments without the prior approval of the Program Manager and the Owner.

- A. Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.
- B. Identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Cost Estimator, Scheduler, Safety Manager, etc. by name and title and provide the following information for each. Include additional key staff as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc.

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

Staff: Project Manager

| | |
|--|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Full Time or Part Time (For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, etc.) | |
| Relevant experience with similar projects: (educational and/or renovations and/or additions as applicable) | |
| Years with the Organization: | |

Staff: Superintendent 1 – School Name: _____

| | |
|---|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Relevant experience with similar projects: | |
| Years with the Organization: | |

Staff: Superintendent 2 – School Name: _____

| | |
|---|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Relevant experience with similar projects: | |
| Years with the Organization: | |

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

Staff: Superintendent 3 – School Name: _____

| | |
|---|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Relevant experience with similar projects: | |
| Years with the Organization: | |

Staff: Superintendent 4 – School Name: _____

| | |
|---|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Relevant experience with similar projects: | |
| Years with the Organization: | |

Staff: Superintendent 5 – School Name: _____

| | |
|---|--|
| Name: | |
| Current Assignment: (Project name, client name and anticipated project completion date.) | |
| Total years of construction/HAZMAT abatement experience: | |
| Relevant experience with similar projects: | |
| Years with the Organization: | |

Proposer should copy this form as needed to present information for all proposed staff.

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

4 The Extent to which the Goods or Services Meet the District's needs (15 Points out of 100 Possible Points in the Selective Criteria)

4 a. General Contractor's current/past K-12 HAZMAT Abatement experience: (10 Points of the 15 points Possible under Criteria 4)

Provide below the School District, School Name, Project Type, **Completion Date** and **Final Job Order Value** for a **minimum of 5**** K-12 Projects completed by your company.

| School District | School Name | Completion Date | Final Job Order Contract Value |
|-----------------|-------------|-----------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***A separate sheet may be attached with additional projects.*

4 b. Proposed HAZMAT abatement schedule upon receipt of Notice to Proceed: (5 Points of the 15 points Possible under Criteria 4)

The Contractor's proposed schedule is a vital part of the evaluation process and sufficient information should be provided for Dallas ISD to assess the Contractor's time frame, work plan and approach.

CSP #CS 15-001 JOC HAZMAT ABATEMENT – QUESTIONNAIRE FORM

| | |
|---------------------------|--|
| Name of Contractor | |
|---------------------------|--|

5. The Vendor's Past Relationship with the District (5 Points out of 100 Possible Points in the Selective Criteria)

5 a. Experience on past Dallas ISD projects: (5 Points of the 5 points Possible under Criteria 5)

Provide below the School Name, Construction Type, and Final Construction Value for no more than 5 K-12 Projects completed for the Dallas Independent School District. District will also provide relevant information on current and past experiences with the vendor in responsiveness to warranty claims, district directives, procedures and requirements.

| School Name | HAZMAT Abatement, Renovation, Addition, or New Const. | Final Construction or Job Order Contract Value. |
|-------------|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

6. The contractor is to complete all M/WBE Compliance forms for selection criteria 6.

7. The Total Long-Term Cost to the District to Acquire the Vendor's Goods and Services (3 Points out of 100 Possible Points in the Selective Criteria)

**7 a. Financial status of the vendor (as rated by Dun & Bradstreet):
Category Total: (3 Points of the 3 points Possible under Criteria 7)**

A. Provide the complete corporate or company name of your firm and the D-U-N-S Number as it is recorded with Dun & Bradstreet. This information will allow the owner to confirm that the correct reports are being used for the evaluation.

8. ADDITIONAL INFORMATION:

The following information must be provided to complete the evaluation of the Contractor's proposal.

A. CONTRACTOR'S PENDING CLAIMS AND/OR LITIGATION

1. Attach a list of pending claims and/or litigation at time of submitting Proposal. If none, please state "NONE" (Show project name, owner and summary explanation.)

DALLAS INDEPENDENT SCHOOL DISTRICT CERTIFICATE OF NON-DISCRIMINATION

In connection with the execution of this Contract, the Contractor shall fully comply with the District non-discrimination requirement cited below.

"The Dallas Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans With Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

By the signing of this Certificate, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities.** A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11."

By:

Signature:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(CONTRACTOR REPRESENTATIVE SIGNATURE)

Date:

Contractor:

THIS PAGE MUST BE RETURNED WITH THE CSP

FELONY CONVICTION NOTIFICATION

Texas Education Code, Section §44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

CONTRACTOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Date: _____, 2014

THIS PAGE MUST BE RETURNED WITH THE CSP

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Director of Procurement Services not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee’s family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

Identify each and every full-time District employee (and any member of the employee’s family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write “None” or “Not Applicable” in the space reserved for that answer.

“I certify that the answers contained in this questionnaire are true and correct.”

Individual: _____

Date: _____

Entity: _____

By: _____

Date: _____

Signature

Title: _____

Certified this _____ day of _____, 20____, by _____

Notary Public

Notary Seal

THIS PAGE MUST BE RETURNED WITH THE CSP

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person seeking to do business with local governmental entity

**FORM
CIQ**

Name of Person Completing Form:

(Required Field)

Name of Company Completing Form:

(Required Field)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

OFFICE USE ONLY

Date Received: ___/___/___

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship: _____

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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?

Yes

No

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?

Yes

No

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?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Check here if you are NOT reporting a conflict with any government officer of Dallas ISD

5

Signature (Required)

Date

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

NON-COLLUSION OFFER FORM

TO: Dallas ISD

I, or we , the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with Dallas ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this CSP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Dallas ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Dallas ISD's Purchasing personnel; or in any discussions or actions between offer/offerors and any Dallas ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____

Name of Firm: _____

Signature: _____

Firm's Address: _____

Street Address

Name: _____

Please Print

City

State

Zip

Title: _____

Please Print

Phone #: _____

E-mail: _____

Fax #: _____

SS or Fed ID #: _____

THIS PAGE MUST BE RETURNED WITH THE CSP

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND
FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK**

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your bid submittal. Offeror's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. :
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Offeror's violation of this section shall constitute a substantial failure.
- (c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: _____ **DATE:** _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ **TEL#:** _____

THIS PAGE MUST BE RETURNED WITH THE CSP



Dallas Independent School District

Minority/Women Business Enterprise (M/WBE) Compliance Guidelines and Forms

To be completed and signed by the Prime Vendor/Contractor

Bid/RFP No:

Title:

Company Name:

Company Address:

City:

State:

Zip:

Contact Person/Authorized Agent:

Phone No:

Email Address:

The undersigned authorized agent agrees that he/she has read and understood the M/WBE Compliance Guidelines and Forms and that all information is correct to the best of his/her knowledge.

Signature:

Date:

For additional information regarding this form contact:
M/WBE Department, 3700 Ross Avenue, Box 76, Dallas, TX 75204

carefully:

The M/WBE Program requirements are applicable to all bidders/proposers. All bidders/proposers, including minority and women-owned companies, are required to complete, sign, and attach these forms to any procurement document totaling \$50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines & Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor



Dallas Independent School District

PLEASE READ BEFORE COMPLETING THE M/WBE COMPLIANCE GUIDELINES and FORMS.

Minority/Women Business Enterprise (M/WBE) Policy Endorsement

It is a continuing goal of the district to involve minority and women-owned businesses (M/WBE) to the maximum extent possible in all facets of the district's contracting and purchasing activities. The completed and signed M/WBE Compliance Guidelines & Forms must be attached to all procurement responses totaling \$50,000 or more (single transaction or fiscal year aggregate). If the completed and signed M/WBE Compliance Guidelines and Forms are not attached by the due date, responses to the procurement documents will be considered nonresponsive.

General Information regarding the M/WBE Compliance Guidelines and Forms

1. The district's aspirational M/WBE goal is **30** percent for goods, services, and construction contracts. The aspirational M/WBE goal for bond funded professional service contracts is **35** percent. Please note, the district may assign a contract specific M/WBE goal. The M/WBE goal is applicable to any change orders, additional services, modifications or revisions to the original contract. Review your solicitation documents.
2. The district recognizes M/WBE certifications issued by the North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), D/FW Minority Supplier Development Council (DFW MSDC), Women's Business Council Southwest (WBC SW), Department of Transportation (DOT), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, Corpus Christi Regional Transportation Authority, City of Austin, Small Business Administration (SBA) - 8A or certified SDB, National Minority Supplier Development Council (NMSCD), and National Women's Business Enterprise Certification (WBENC). Other certifications may be considered on an individual basis. Only certified disadvantaged, minority and women-owned companies will be counted towards the prime's M/WBE subcontracting goals.
3. Vendors do not have to be certified as an M/WBE to participate in the district's contracting and purchasing activities.
4. All district bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with M/WBEs.
5. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its' M/WBE subcontracting goals.

At Bid/Proposal Time:

1. Submit the completed and signed M/WBE Compliance Guidelines & Forms by the due date. Include all M/WBE supporting documentation (M/WBE Certificates, Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, notarized Joint Venture Agreement, notarized Mentor Protégé Agreement, etc.) within the M/WBE section. Evaluation will be based upon the documentation provided within the M/WBE section.
2. Complete Section F for the subcontractors you plan to utilize. Attach a copy of the current M/WBE certificate or proof of M/WBE certification for each M/WBE subcontractor.
3. You are not required to submit Section J (Letter of Intent to Perform/Contract as a Subcontractor) at the time of bid opening; however, it must be submitted prior to entering into an executed agreement with the district.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$50,000 or More (Single Transaction or Fiscal Year Aggregate)

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

4. For exceeding the district's aspirational M/WBE goals by an additional percentage, points will be awarded as follows:

| Exceeding M/WBE Goal by an Additional | Cumulative Points |
|---------------------------------------|-------------------|
| 1% up to 5% utilization | .5 |
| 5.01% up to 10% utilization | 1 |
| 10.01% up to 15% utilization | 1.5 |
| 15.01% up to 20% utilization | 2 |
| 20.01% up to 25% utilization | 2.5 |
| 25.01% up to 30% utilization | 3 |
| 30.01% up to 35% utilization | 3.5 |
| 35.01% up to 40% utilization | 4 |
| 40.01% up to 45% utilization | 4.5 |
| 45.01% and greater utilization | 5 |

After Bid/RFP Submission and Throughout the Contract Duration:

5. Changes to the List of Subcontractors (Section F) must be reviewed and approved by the M/WBE Department **prior to any changes being made.**

At contract execution:

6. Respondents who will subcontract portions of the work will be required to submit a Letter of Intent to Perform/Contract as a Subcontractor (Section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds.
7. Contractor agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, termination of M/WBE Clause, Prompt Payment Clause, and Retainage Clause.

After contract execution:

8. The contractor/proposer shall notify the M/WBE Department if the percentage of M/WBE participation declines or falls below the level of participation represented in the contract. The contractor shall promptly notify the M/WBE Department within 7 days and obtain a listing of other certified M/WBE vendors to meet the commitment amount.
9. Contractor will be required to submit a Pay Activity Report indicating the amounts paid to its subcontractors with each pay application submitted or as requested by the district. Acceptable proof of payments includes canceled checks, partial lien releases, proof of electronic funds transfer, and/or emails from the sub-vendor.
10. The contractor will be required to maintain records showing the subcontractor/supplier awards, subcontractor payment history, efforts to identify and award contracts to M/WBEs, and copies of executed contracts with M/WBEs. The contractor must provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying M/WBE participation and good faith efforts. All district contracts are subject to an M/WBE audit.

Clarification for the Joint Venture and Mentor Protégé Criteria

1. A company that has currently established a Joint Venture Partnership with a certified M/WBE for this proposal may be awarded up to 5 points. The Joint Venture Partnership is evaluated and awarded points as a prime vendor; therefore, the certified M/WBE partner will not be counted towards the M/WBE subcontractor goal.
2. The Joint Venture Partnership (as a whole) may submit an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan, 5 M/WBE References, and a notarized Mentor Protégé Agreement. In cases where the Joint Venture Partnership (as a whole) doesn't have this information, you may submit this information for each individual joint venture partner. Each individual joint venture partner should submit its' own Work Force Composition.
3. A company that has a current notarized Mentor Protégé Agreement with an M/WBE firm may be awarded up to 1 point. A certified M/WBE protégé may be counted towards the M/WBE subcontractor goal, if performing as a subcontractor.

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

| | |
|-----------------------------------|--|
| Bid/RFP No: | |
| Title: | |
| Prime Vendor / Contractor: | |

Section A. Is your company "CERTIFIED" as a Minority or Woman-Owned Business (M/WBE)?
 Dallas ISD Recognized M/WBE Certification Agencies: North Central Texas Regional Certification Agency (NCTRCA), State of Texas' Historically Underutilized Business (HUB), D/FW Minority Supplier Development Council (DFW MSDC), Women's Business Council Southwest (WBC SW), Department of Transportation (DOT), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, Corpus Christi Regional Transportation Authority, City of Austin, Small Business Administration (SBA) - 8A or certified SDB, National Minority Supplier Development Council (NMSCD), and National Women's Business Enterprise Certification (WBENC).

- Yes** If you answered "Yes," complete the current certification information below. Indicate ethnicity and gender.
- No** If you answered "No," but your company is minority or woman-owned, indicate non-certified in the M/WBE Certification Agency section below. Indicate "Self" for the certification number. Indicate ethnicity and gender.
- No** If you answered "No," that your company is not minority or woman-owned, leave this section blank.

| M/WBE Certification Agency | M/WBE Certification Number | Ethnicity | Gender |
|----------------------------|----------------------------|-----------|--------|
| | | | |
| | | | |

Section B. Did your company attach an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan with this bid/proposal?

- Yes** My company attached an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan on page _____.
- No** My company did not attach an Affirmative Action, Equal Employment Opportunity or Supplier Diversity Plan.

Section C. Workforce Composition

| EMPLOYEE CATEGORY | TOTAL EMPLOYEES | | NON MINORITY | | AFRICAN AMERICAN | | HISPANIC | | NATIVE AMERICAN | | ASIAN | |
|------------------------|-----------------|--------|--------------|--------|------------------|--------|----------|--------|-----------------|--------|-------|--------|
| | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Executive & Managerial | | | | | | | | | | | | |
| Technical & Skilled | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$50,000 or More (Single Transaction or Fiscal Year Aggregate)

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section D. Historical M/WBE Utilization

List **5 different M/WBE** subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners that performed work for your company. Specify the names of the actual M/WBE subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners that have knowledge regarding the contract. Note: List **only 5** different companies.

| | Owner / Name of Project | M/WBE Subcontractor/Sub consultant/ Supplier/Sole Proprietor/ or Joint Venture Partner Company Name | M/WBE Subcontractor/Sub consultant/ Supplier/Sole Proprietor/ or Joint Venture Partner Contact Person and either Phone Number or Email | Scope of Work /Services Provided |
|---|----------------------------|---|---|-------------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Regarding Dallas ISD specific experience, please check the appropriate box below.

- Yes** Within the past 4 years, did your company utilize any M/WBE subcontractors, sub consultants, suppliers, sole proprietors or joint venture partners on any Dallas ISD projects? Specify the name of the contract or **Bid/RFP No.** _____.
- No** Within the past 4 years, my company didn't utilize any M/WBE subcontractors, sub consultants, suppliers, sole proprietors, joint venture partners on any Dallas ISD projects?

Section E. Will you use subcontractors, sub consultants, suppliers, or sole proprietors as a part of this current bid/proposal?

- Yes** If you answered, "Yes", **complete Section F.** Note: Section J will be required at a later date.
- No** If you answered "No", **provide a written explanation indicating why subcontractors will not be utilized.** Sections F, G, and J are not applicable.

Written Explanation:

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section F. Subcontractor Utilization

List all subcontractors, suppliers, sub consultants, or sole proprietors (minority and non-minority) that will be utilized in this bid/proposal. Indicate the amount and/or percentage of the bid. Non-certified firms will not be counted towards the prime's M/WBE subcontracting goals. Joint venture partners will not be counted towards the M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its M/WBE subcontracting goals. Use additional sheets if necessary.

| # | Subcontractor/ Supplier | Contact Person & Phone Number | M/WBE Certification Agency | M/WBE Certification Number | Ethnicity/ Gender | Scope of Work | Amount | % of Total Bid |
|--------|----------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------|------------------|--------|----------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| Totals | | | | | | | | |

Special Note: Attach a copy of the current M/WBE certificate or proof of current M/WBE certification for each M/WBE subcontractor, sub consultant, supplier or sole proprietor. Respondents who will subcontract portions of the work will be required to submit the Letter of Intent to Perform/Contract as a Subcontractor form (Section J) for each proposed M/WBE subcontractor prior to an agreement being executed by the board or district, or committing the district to an expenditure of funds. The awarded bidder/proposer will be required to submit a Pay Activity Report indicating the amount paid to its M/WBE subcontractors, sub consultants, suppliers, or sole proprietors with each pay application submitted or as requested by the district.

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$50,000 or More (Single Transaction or Fiscal Year Aggregate)

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Section G. Good Faith Efforts Documentation

Complete this section if subcontractors will be utilized; however, the subcontractors are not M/WBE.

| | Yes | No |
|--|--------------------------|--------------------------|
| 1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Were contracts broken down to provide opportunities for subcontracting? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Were subcontracting opportunities advertised in general circulation, trade associations, M/WBE focused media and/or minority chambers of commerce? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did you encourage non-certified M/WBEs to pursue certification status? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Were negotiations conducted in good faith with interested M/WBEs? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs? | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>Special Note: The good faith efforts documentation is subject to an M/WBE audit. Upon request, you will be required to provide supporting documentation for the purpose of verifying your good faith efforts.</p> | | |

Section H. Did your company attach a notarized Joint Venture Agreement with a certified M/WBE with this bid/proposal?

- Yes** My company attached a notarized Joint Venture Agreement on page _____.
- No** My company did not attach a notarized Joint Venture Agreement.

For additional information, refer to pages 2 and 8 of this document and visit the following website:
<http://www.dallasisd.org/Page/1068>

Section I. Did your company attach a notarized Mentor Protégé Agreement with an M/WBE with this bid/proposal?

- Yes** My company attached a notarized Mentor Protégé Agreement on page _____.
- No** My company did not attach a notarized Mentor Protégé Agreement.

For additional information, refer to pages 2 and 8 of this document and visit the following website:
<http://www.dallasisd.org/Page/1062>

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

Letter of Intent to Perform/Contract as a Subcontractor

Not required with bid/proposal. To be submitted prior to an agreement being executed.

Section J. Intent to Perform/Contract as a Subcontractor. Complete a form for each minority or woman-owned subcontractor, which will be utilized in this bid/proposal. If necessary, make copies.

Pursuant to district policy (CH Local), only "certified" M/WBEs may be counted towards meeting the district's M/WBE goal at the subcontracting level. Refer to page one (1), number two (2) for a listing of Dallas ISD-recognized certifications.

Bid/Proposal #: _____ **Bid/Proposal Title:** _____

1. Name of Offeror / Prime Contractor _____
Address, City, State & Zip _____

SUBCONTRACTOR INFORMATION:

2. The undersigned has been certified by a Dallas ISD recognized certification agency

Name of Agency: _____ Certification Number: _____ Ethnicity/Gender: _____

3. The undersigned is prepared to perform the following described work/service and/or materials.

_____ and at the following price \$ _____

By: _____
(Name of the M/WBE Firm) (Signature of Owner, President or Authorized Agent) (Date)

(Phone) (Print or Type – Name of Owner, President or Authorized Agent)

DECLARATION OF PRIME CONTRACTOR:

I _____ HEREBY DECLARE AND AFFIRM that I am the _____
(Name of Declarant) (Title of Declarant)
and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration that I have personally reviewed the material and facts set forth in this Letter of Intent to Perform/Contract as a Subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true. The owner, president or authorized agent of the M/WBE firm signed this form and no material facts have been omitted.

The prime contractor has designated the following person as their M/WBE Liaison to discuss this form:

(Name of M/WBE Liaison Officer) (Phone)

Caution: Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

(Signature of Declarant) (Phone) (Date)

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$50,000 or More (Single Transaction or Fiscal Year Aggregate)

M/WBE Compliance Guidelines and Forms

To be completed by the Prime Vendor/Contractor

M/WBE Joint Venture Analysis

The Joint Venture Agreement will be evaluated based upon the below referenced criteria. One of the JV partners must be a certified M/WBE. There is a maximum of 5 numerical points available. Refer to page 2 for additional clarification. If applicable, specify the page number within your bid document that addresses each individual component.

| | Available Points | Page Number |
|---|------------------|-------------|
| 1 <u>Has a meaningful Joint Venture been established?</u> | | |
| a Is the Joint Venture agreement signed by all partners, and is it notarized? | 0.25 | |
| b What is the MWBE partner(s) percentage participation? (.25 for 10% and greater, .5 for 20% and greater, .75 for 30% and greater, 1 for 40% and greater) | 1.00 | |
| c Does the MWBE partner provide bonding to match its JV share? | 0.25 | |
| d Is there a cash call provision in the agreement? | 0.25 | |
| e Does the project insurance recognize the MWBE partner? | 0.25 | |
| f Does it provide a provision obligating all parties of the JV to perform and complete performance despite withdrawal of any member for any reason? | 0.25 | |
| g Is there a history of the Joint Venture partners working together? | 0.25 | |
| h Does it require the approval of Dallas ISD before the JV partnership can be dissolved? | 0.25 | |
| i Is there a dispute resolution procedure? | 0.25 | |
| 2 <u>Is the MWBE partner involved in the operational management of the Joint Venture?</u> | | |
| a Does it designate the M/WBE as a managing partner and does the M/WBE partner provide senior management? | 0.25 | |
| b Does it identify the respective roles and responsibilities of all parties? | 0.25 | |
| c Will the MWBE partner be involved in scheduling, progress reviews, subcontractor disputes, and management decisions? | 0.25 | |
| d Will the MWBE partner provide equipment, facilities or other resources? | 0.25 | |
| 3 <u>Is the MWBE partner involved in the financial management of the Joint Venture?</u> | | |
| a Will the Joint Venture establish a JV bank account? | 0.25 | |
| b Will the Joint Venture maintain JV project accounts? | 0.25 | |
| c Will the MWBE partner participate in the production and review of financial reports and financial forecasting? | 0.25 | |
| d Will the MWBE partner be involved in contract negotiations with Dallas ISD and subcontractors? | 0.25 | |
| Total Available Points | 5.00 | |

Mentor Protégé Analysis

The Mentor Protégé Agreement will be evaluated based upon the below referenced criteria. There is a maximum of 1 point available in this category. The protégé must be an M/WBE.

| | Available Points |
|---|------------------|
| 1 <u>Does the firm currently participate in a Mentor Protégé Program as a mentor, with an M/WBE?</u> | |
| a Is the Mentor Protégé Agreement signed by all parties, and is it current, active, and notarized? | 0.50 |
| b Did the firm provide current and notarized progress reports/deliverables/meeting minutes? | 0.50 |
| Total Available Points | 1.00 |

M/WBE Compliance Guidelines and Forms Must be Attached to All Procurement Documents Totaling \$50,000 or More (Single Transaction or Fiscal Year Aggregate)

CSP #CS 14-001 JOC HAZMAT ABATEMENT

ATTACHMENT “A”

**DALLAS ISD
THE MASTER AGREEMENT**

For

Job Order Contracting Services for Hazardous Materials (HAZMAT) Abatement



DALLAS INDEPENDENT SCHOOL DISTRICT
BOND PROGRAM

THE MASTER AGREEMENT

FOR

**Job Order Contracting Services for Hazardous Materials (HazMat)
Abatement**

WITH

[Name of Contractor]

AWARDED BY BOARD DOCUMENT NO. **[Include From Awarding Document to Contractor, Approved under**

The Agreement Follows:

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE THEREOF, IS
SUBJECT TO ARBITRATION.

Table of Contents [CHECK PAGE NUMBERS]

| Article | Page No. |
|---|---|
| 1. Scope of Work | 3-4 |
| 2. Time | 4-5 |
| 3. Owner’s Rights, Duties and Obligations | 5-6 |
| 4. Contractor's Duties and Representations | 6-11 |
| 5. The Job Order Contract Sum | 12 |
| 6. Payment Terms | 12-14 |
| 7. Ownership and Use of Documents | 14-15 |
| 8. Default and Termination | 15-16 |
| 9. INDEMNIFICATION | 16-17 |
| 10. Independent Contractor | 17 |
| 11. Insurance and Bonds | 17-18 |
| 12. Miscellaneous | 18 |
| a. Assignment | 18 |
| b. No Subcontracting | 18 |
| c. Binding Effect | 18 |
| d. Compliance With Applicable Laws and District Policies | 18 |
| e. TPIA | 18 |
| f. Family Code Child Support Certification | 19 |
| g. Certain Bids and Contracts Prohibited | 19 |
| h. Loss of Funding and Commitment of Current Revenue | 19 |
| i. Captions | 19 |
| j. Governing Law and Venue | 19 |
| k. Waivers | 19 |
| l. Contractor Accounts, Records and Inspection | 20 |
| m. Right to Audit | 20 |
| n. Notices | 20 |
| o. Severability | 20 |
| p. Nondiscriminatory Employment | 20-21 |
| q. No Sexual Harassment | 21 |
| r. Conflict of Interest | 21 |
| s. Business Ethics | 21 |
| t. Subcontractor Contracts | 21 |
| u. Tests and Inspections | 21 |
| v. Amendments | 22 |
| w. No Waiver of Immunities | 22 |
| 13. Prevailing Wage Rates | 22 |
| 14. Sales Tax Exemption | 22-23 |
| 15. Felony Conviction Notice, Criminal Background Check, and Identification Badge | 23-24 |
| 16. M/WBE Plan | 24-25 |
| 17. Contract | 25 |
| 18. Claims and Disputes | 25-28 |
| 19. Contractor Conduct | 28-29 |
| 20. Communications With The District | 29-31 |
| | |
| Exhibit A | Assignment of the Work |
| Exhibit B | Special Conditions |
| Exhibit C | Contractual Unit Pricing |
| Exhibit D | Insurance and Bonds Required Risk Management Review Document |
| Exhibit E | M/WBE Plan |
| Exhibit F | Conflict of Interest Questionnaire |



DALLAS INDEPENDENT SCHOOL DISTRICT

MASTER JOB ORDER CONTRACTING AGREEMENT FOR HAZARDOUS MATERIALS (HAZMAT) ABATEMENT

This Master Job Order Contracting Agreement for Hazardous Materials (“HazMat”) Abatement (“**Agreement**” or “**Master Agreement**”) between Dallas Independent School District (“Owner” or “District”), a local political subdivision of the state of Texas and [insert legal name of Hazardous Materials Abatement Contractor] (the “**Contractor**”) is made and entered into the [] day of [Month] in the year [YYYY].

RECITALS:

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. Scope of Work

- a. This Master Agreement is intended to apply to any specific job order projects for hazardous materials abatement work. Specific job order projects for hazardous abatement work shall be made by means of a written Assignment of Work based upon the form attached to this Agreement as **Exhibit A**. Assignment of Work means a description of a project to be ordered under a Job Order Contract which contains sufficient detail to determine quantities and quality, and the time for performance. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with any Assignment of Work provided by the Owner for a Job Order hereunder. The Work includes all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents. An Assignment of Work shall be effective only if it is in writing and signed by both the Contractor and the Owner.
- b. **Exhibit B** to this Master Agreement shall state any special conditions applicable to the Master Agreement.
- c. **Exhibit A** and **Exhibit B** are incorporated in this Agreement and made a part hereof for all purposes.
- d. The Owner may use Hazardous Abatement Design Consultants (“Consultant”) in connection with individual job order Assignments of Work. The Consultant for each Job Order shall be specified in the individual job order Assignment of Work.
- e. The Owner may use Program Managers to carry out some of the functions of administration of the Owner's construction program. The Contractor, Hazmat Consultant, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.
- f. District hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. The Contractor agrees to cooperate and provide services in conjunction with

the District Representative, as directed by the District. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

- g. Abbreviations:
 - AHERA: Asbestos Hazardous Emergency Response Act
 - CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act
 - EPA: Environmental Protection Agency
 - NIC: Not in Contract, Indicates work not to be done by this Contractor under this Agreement
 - OSHA: Occupational Safety and Health Administration.
- h. The Master Agreement and all Assignments of Work shall be signed by the Owner and Contractor. The Master Agreement between Owner and Contractor, as amended, including any conditions of the contract, as amended, must be signed first by the Owner and then by the Contractor's authorized representative. All Assignments of Work must be signed first by the Contractor. If a Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time.
- i. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Hazmat consultant, the Program Manager and Owner, and Hazmat consultant will issue a written Hazmat consultant's Supplemental Instruction to all parties that is consistent with the Owner's Scope of the Work.
- j. The Owner requires that the Contractor shall use and/or respond to certain Owner-furnished forms during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

2. Time

- a. Term of Master Agreement: The initial term of the Agreement is for two years, effective [DATE] through [DATE]. At the option of the District, the Agreement may be renewed annually for three additional one-year terms, provided that the district has given Contractor written notice of the District's intention to renew prior to the expiration of the then current term and provided further that at the time that the District gives its written notice of the Contractor is not in default and the Agreement has been terminated.
- a. The estimated contract completion date for a specific project shall be stated in the Assignment of Work for the particular project. The Date of Completion of the Work is the date determined by the Consultant, and shall be the date when all contractual Work and authorized changes have been fully completed.
- b. A District Business Day is a day the Administration Building is scheduled to be open, unless closed by the Superintendent of Schools for inclement weather or other reason. Days the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, per the calendar adopted by the Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.
- c. The date of commencement of the Work is the date of the Notice to Proceed issued by the Program Manager on behalf of the District, or by the District.

- d. Upon issuance of Notice to Proceed, the HazMat Contractor shall coordinate with the HazMat Consultant, Program manager, General Contractor and/or Owner so a schedule can be developed that reasonably defines a plan for completing the Work within the required time, as needed by the Owner and/or General Contractor.
- e. In the event any progress report indicates any delays, the HazMat Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract sum.
- f. Owner's need for delivery of completed Work, or portions thereof, is largely controlled by the necessities of the General Contractor's schedule, school calendar and operations of school programs within that calendar. The HazMat Contractor shall perform the Work in such a way as to not interfere with the General Contractor's operations and school operations.
- g. The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The HazMat contractor shall, upon the Owner's request, reschedule any portion of the Work affecting the General Contractor's operations or portions of work affecting operation of the premises during hours when the premises are not in operation.
- h. On completion of contract execution, including but not limited to, the issuance of a Notice to Proceed by the Program Manager on behalf of the Owner, the contractor shall proceed expeditiously with adequate forces to complete the Work by the completion date, and as required by the General Contractor's phased work schedule.
- i. If the Contractor is delayed in performing work that is critical to the overall completion of the Work, by an act of neglect of the Owner, Consultant or Program Manager, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, unavoidable casualties, including fire or by unusually adverse weather conditions, the Contractor shall inform the Owner in writing of such delays in a particular month prior to the fifteenth (15th) day of the following month.
- j. The contractor shall not be entitled to any additional time or compensation for any additional work caused by the Contractor's fault, improper construction, or by Contractor's failure to carefully study and compare the contract Documents to actual observable site conditions prior to execution of the Work. The Contractor shall not be entitled to any compensation or recovery of any damages, impact damages, extended overhead or other costs with regard to the extent or frequency of such delays, unless the delay has been caused by the Owner, Consultant or the Program Manager with the Contractor's performance of Work, but only to the extent that such acts continue after the Contractor's written notice to the Owner of such interference. The Owner's exercise of any rights under **Article 4** of this Agreement, or the Owner's exercise of any of its remedies for correction or re-execution of any defective Work will not under any circumstances be construed to be interference with the contractor's performance of the Work.

3. Owner's Rights, Duties and Obligations

- a. If requested to do so, in writing, by Contractor, prior to start of the Work, Owner shall at Owner's sole discretion furnish a survey describing physical characteristics, legal limitations, utility locations which are known to the Owner for the site of the Project, and a legal description of the site. Contractor may rely on the accuracy of the survey produced by the Owner. The survey shall not relieve Contractor from its obligations to examine the site, or exercise proper precautions relating to the safe performance of the Work.
- b. Information or services reasonably necessary for the Work and under the Owner's control shall be furnished by the Owner with reasonable promptness where requested in writing by the Contractor. Under normal circumstances, fourteen (14) District Business days will be considered a reasonable time for Owner response. In any circumstance where information or services from the Owner, Program Manager or Hazmat consultant is required, Contractor shall promptly notify in writing

the Hazmat consultant, with copy to the Program Manager, of the particular need. Absent such notification, any Claim based upon lack of such information or services shall be waived.

- c. If the Contractor fails to correct nonconforming or defective Work, fails to correct Work which is not in accordance with the Contract Documents, or fails to carry out Work in accordance with the Contract Documents, then the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools or designee.
- d. After the Work is complete the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.
- e. The Owner reserves the right to perform other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other Work with separate Contractors or forces. Owner shall have access to the building on the site at all times.

4. Contractor's Duties and Representations

- a. Contractor shall use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.
- b. Contractor warrants, and agrees that the Work will be accurate and free from any material errors. The Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Contractor be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Contractor's skill and knowledge in performing the Work.
- c. The Contractor represents, and agrees that all persons connected with the Contractor directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- d. The Contractor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District. Contractor shall execute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, using qualified, careful and efficient workers and in conformity with the provisions of the Contract Documents.
- e. Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this

Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- f. Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- g. Except for the obligation of District to pay Contractor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Contractor for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
- h. The Contractor shall not be liable to the Owner or Hazmat consultant for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or in accordance with the standard of care for a hazmat abatement contractor, should have recognized, such error, inconsistency or omission and failed to report it to the Hazmat consultant.
- i. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Hazmat consultant, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract documents.
- j. Neither the Owner nor Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which in accordance with the standard of care for a hazmat abatement contractor, should have been discovered by the Contractor or made known to the Contractor shall be reported promptly to the Hazmat consultant.
- k. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation or interference with the Owner's intended use, then the Contractor shall promptly notify the Hazmat consultant and Owner in writing, providing substantiation for his position. Any necessary changes including substitution of materials shall be accomplished by appropriate modification. If the Contractor fails to perform the obligations of Article 4.h, 4.i, or 4.j, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Hazmat Consultant for damages resulting from errors, inconsistencies or omissions in the Contract documents or for differences between field measurements or conditions and the Contract documents unless the Contractor recognized, or, in accordance with the standard of care for a General Contractor, should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Hazmat consultant.
- l. Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its construction work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

- i. the location, condition, layout and nature of the Project site and surrounding areas;
 - ii. generally prevailing climatic conditions;
 - iii. anticipated labor supply and costs;
 - iv. availability and cost of materials, tools and equipment; and
 - v. other similar issues.
- m. Notwithstanding the delivery of a survey or other document by the Owner, Contractor shall perform all work in such a manner so as to avoid damaging any utility lines, cables, pipes or pipeline on the property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during its construction work resulting from its conduct.
- n. Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- o. The Contractor shall follow the Owner's Safety Manual. [See <http://www.dallasisd.org/Page/17253>] Additionally, Contractor shall submit a Safety Plan for the Owner's approval prior to commencing the Work. The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards
- p. Contractor shall obtain all approvals and make payment for any and all permits and governmental fees, licenses and inspections that are necessary for the performance of the Work. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also, after consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Paragraph may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.
- q. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Hazmat consultant, Program Manager

and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

- r. The Contractor shall employ an experienced superintendent who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Owner reserves the right to require Contractor to dismiss from the work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to subcontractors, sub-subcontractors and their employees. All of Contractor's and Subcontractor's personnel shall comply with all applicable health, safety, and loss prevention rules of applicable authorities. Contractor shall, at its own expense, remove from the Work any person who fails to comply with such rules and instructions in any material respect.
- s. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. When the Work is to be performed at an existing school location, Contractor shall schedule and perform the Work in a manner that does not compromise the safety to school students, faculty and staff, and does not unreasonably disrupt or interfere with the continuing normal routine of the school. If a School Operations Parameters Statement is a part of the Contract Documents, Contractor will comply with its terms, at no increase in price.
- t. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.
- u. Contractor shall ensure that the Work, at all times, is performed in a manner that affords the Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: 1) any area and buildings adjacent to the site or the Work or 2) the building in the event of partial occupancy.
- v. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.
- w. Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Contract Documents by the responsibilities, activities or duties of the Hazmat consultant.
- x. The Contractor shall disclose to the Owner any ownership interest or affiliation between the Contractor and any potential subcontractor prior to entering into a subcontract and the Owner shall have the right, in its sole discretion to reject any such affiliated subcontractor. Further, Contractor shall not subcontract the work as a whole.
- y. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its Subcontractors, including those recommended or approved by the Owner.

- z. Contractor shall promptly notify the Owner, Hazmat consultant and Program Manager of any material defaults by any subcontractor.
- aa. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement.
- bb. Changes in the Work may be accomplished after execution of an Assignment of Work and without invalidating the Assignment of Work by Construction Change Directive, Contingency Authorization or order for a minor change in the Work.
- cc. Contingency Authorization. A change in the work that does not require a change in Contract Sum or Contract Time may be paid from the Contingency Allowance. A Contingency Allowance Expenditure Authorization (CAEA) is a written order prepared by the Hazmat consultant and signed by the Owner, Contractor and Program Manager directing a change in the Work.
- dd. The Contractor, upon receipt of written notification by the Hazmat consultant of a proposed item of change in the Work, shall prepare as soon as possible a Change Proposal in such form or forms as directed by the Hazmat consultant.
- ee. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage or off-the-site, under care, custody or control of the Contractor or the Contractor's Subcontractor or Sub-subcontractors; and
 - iii. other property at the site or adjacent thereto, such as other buildings, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- ff.* The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, rules, and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- gg. The Contractor shall be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.
- hh. When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Hazmat consultant. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance by authorities having jurisdiction and in writing by Owner and Hazmat consultant. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner, Program Manager and the Hazmat consultant reasonable advance notice of the presence or use of such materials, equipment, or methods.

- ii. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Hazmat consultant.
- jj. When all or a portion of the Work is suspended for any reason, the Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury.
- kk. The Contractor shall promptly report in writing to the Owner, Program Manager and Hazmat consultant all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Hazmat consultant.
- ll. The Contractor shall be responsible for the protection and security of the Work until it receives written notification that the Work has been accepted by the Owner.
- mm. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any applicable local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure. It is the Contractor's responsibility to comply with this Paragraph based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.
- nn. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the DISD Safety Manual [<http://www.dallasisd.org/Page/17253>]
- oo. The Contractor shall promptly correct Work rejected by the Hazmat consultant or failing to conform to the requirements of the Contract Documents, whether discovered before or after Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Hazmat consultant's and Program Manager's services and expenses made necessary thereby, shall be at the Contractor's expense.
- pp. The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a Notice of Defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.
- qq. It shall be the responsibility of the Contractor to assist, review, coordinate, and schedule work performed by any of Owner's separate contractors including the General Contractor. The Contractor shall be totally responsible for coordination between its Subcontractors and the General Contractor and any other of the Owner's separate contractors. Contractor will cooperate with the Owner to allow site access and staging areas for Owner's separate contractors and consultants.
- rr. All construction costs resulting from the Contractor's negligence, lack of oversights, inattention to detail, failure to investigate or failure to follow the Contract Documents, will be borne by the Contractor.
- ss. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed work.

5. The Job Order Contract Sum

- a. The Owner shall pay the Contractor for performance of the Contract on a Job Order basis based on the associated Assignment of Work, subject to additions and deductions provided therein, and make payment on account as hereinafter provided. The price for a job or assignment of work ordered by the Owner under this Agreement (the “Job Order Contract Sum”) shall be based on the Contractual Unit Pricing and the Contractor’s Coefficient, and any non-prepriced items. Non-prepriced items shall not exceed ten percent (10%) of the value of the Job Order. The District shall pay Contractor in current funds for the performance of the Work as set forth in **Exhibit C – Contractual Unit Price Form**.
- b. The Job Order Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

c. Definitions:

“Contractual Unit Pricing” means a compilation of asbestos related and minor construction tasks, along with associated units of measure and unit prices provided by the Owner to be used in administration of this Contract.

“Coefficient” means a numerical factor which represents costs not considered as included in Unit Price Guide unit prices, including general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor’s profit, and indirect costs. Proposer shall provide the same coefficient for normal working hours and non-normal working hours, to satisfy the requirements of the Program as outlined in this CSP.

“Non-prepriced item” means a necessary, but incidental, part of a job or project ordered under a Job Order Contract that is not identified in the pre-priced contractual unit pricing list. The coefficient applied to a prepriced item shall not be applied to a non-prepriced item.

6. Payment Terms

- a. Before the first Payment Application, the HazMat Contractor shall submit to the HazMat Consultant and Program Manager a schedule of values fairly allocating the various portions of Work. Once approved by the HazMat Consultant and Program Manager, and updated for changes in the Work, the schedule of values shall be used only to review the HazMat Contractor’s Payment Application and is not to be taken as evidence of market or other value. The schedule shall not overvalue early job activities. Each item shall include a pro-rata portion of overhead and profit. The schedule shall follow the trade divisions of the Specifications so far as practicable.
- b. At the time specified in the Contract, the HazMat Contractor shall submit a Payment Application to the HazMat Consultant and Program Manager for Work completed in accordance with the schedule of values. The HazMat Contractor shall submit the Payment Application on a format, as required by the Owner. The Payment Application shall be notarized and contain any supporting documentation that substantiates the payment amount, as may be required by the HazMat Consultant, Program Manager or the Owner.
- c. Contractor agrees that, for purposes of Texas Government Code 2251.042, receipt of the Payment Application by the HazMat Consultant shall not be construed as receipt of an invoice by the Owner. HazMat Contractor further agrees that Program Manager’s receipt of the Payment Application shall not be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Section 2251.042. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.

- d. HAZMAT CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE HAZMAT CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE HAZMAT CONTRACTOR OR SUBCONTRACTORS FOR ITEMS COVERED BY PAYMENT MADE BY THE OWNER TO HAZMAT CONTRACTOR.
- e. If the HazMat Consultant or Program Manager find, in their opinion, the HazMat Contractor has not satisfied the Contract requirements for a Payment Application, the HazMat Consultant or Program Manager may withhold a Payment Application in part, in whole, or to the extent necessary to protect the Owner.
- f. After the HazMat Consultant and Program Manager approve a Payment Application, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the HazMat Consultant and the Program Manager. If the Owner becomes aware the HazMat Contractor is not current its legitimate obligations to suppliers, laborers and/or Subcontractors on the Project, Owner may (but is not obligated to) withhold payment sufficient to cover the current legitimate obligations until it receives reasonable proof from the HazMat Contractor that this situation no longer exists. Payments to the HazMat Contractor shall not be construed as releasing the HazMat Contractor or his Surety from any obligation under the contract documents.
- g. Within ten (10) calendar days of receipt of payment from the Owner, the HazMat Contractor shall pay each Subcontractor, out of the amount paid to the HazMat Contractor on account of such Subcontractor's portion of the Work. The amounts paid shall reflect the percentages retained from payments to the HazMat Contractor on behalf of the Subcontractor's portion of the Work. The HazMat Contractor shall be responsible for making appropriate agreements with each Subcontractor, [which] require[s] Subcontractors to make payments to Sub-subcontractors in a similar manner. The Owner is not obligated to monitor payments to Subcontractors or Sub-subcontractors, and nothing in this Subparagraph shall create any right of the part of a Subcontractor or Sub-subcontractor against Owner, HazMat Consultant or Program Manager. In compliance with Texas Government Code Section 2251.022, the HazMat Contractor, shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by other in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. HazMat Contractor's failure to make payment within such time shall constitute a material breach of this Contract. HazMat Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the HazMat Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the HazMat Contractor has failed to make payments promptly to the HazMat Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the HazMat Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.
- h. On request, the HazMat Consultant, Program Manager and/or Owner, if practicable, will furnish to the HazMat Contractor's Subcontractor, information regarding percentages complete on Work and amounts paid, by the Owner, on Payment Applications.
- i. Neither Owner, HazMat Consultant nor Program Manager shall have any obligation to pay or see to the payment of any money to a Subcontractor or Sub-subcontractor.
- j. Any payment made on completion of work or partial or entire use or occupancy of the Project by the Owner shall not constitute the Owner's acceptance of the Work that is not in accordance with the Contract Documents.
- k. If the Owner does not pay the Contractor any payment which is due and owing under this Agreement and which has been certified by the HazMat Consultant and Program Manager within twenty-one (21) calendar days of the date of the date when it is due, then the HazMat Contractor

may upon fourteen (14) additional calendar days written notice, stop the work until payment of amount owing has been received.

- i. If the Owner is entitled to reimbursement or payment from the HazMat Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand of the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the HazMat Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expenses to cure and default of the HazMat Contractor or to correct defective Work, pursuant to the Contract the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to:
 - i. deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to HazMat Contractor from the Owner, or
 - ii. issue a written notice to the HazMat Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.
- m. Prior to final payment to the HazMat Contractor, the HazMat Contractor shall furnish all closeout documentation related to the Work, as required by the Owner.
- n. Final Payment shall not constitute a waiver of any Claims by the Owner. Acceptance of Final Payment by the HazMat Contractor shall constitute a waiver of Claims by HazMat Contractor, except for any Claims then pending that comply with requirements of the Contract
- o. An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from the Contractor.

7. Ownership and Use of Documents

- a. All documents and materials particular to the Work prepared by Contractor or Contractor's subcontractors and subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Contractor shall treat all such Work Material as confidential, and Contractor shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.
- c. Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Contractor or any other party without the express prior consent of District. In implementation of the foregoing, Contractor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between District and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent Contractor of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Contractor shall

obtain assurances similar to those contained in this Subparagraph from persons, Contractors, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause District irreparable injury and damage. Contractor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

8. Default and Termination.

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Contractor. Upon termination pursuant to this paragraph, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Contractor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Contractor shall have delivered to District all reports, documents and other materials prepared by Contractor prior to termination. District shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Contractor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Contractor in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Contractor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Contractor hereunder, any and all reasonable expenses incurred in connection with such curative actions.
- e. If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. At Owner's election, upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will complete the Work or will arrange for a Contract between such bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor.
- f. Suspension of the Work for the Convenience of the District.
District may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Contractor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Contractor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or

would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

9. Indemnification

- a. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE HAZMAT CONSULTANTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**
- b. **CONTRACTOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S OR HAZMAT CONSULTANT'S OR ENGINEER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**
- c. **THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE**

WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS IS PROVIDED IN SUBPARAGRAPH a. ABOVE. THE PROVISIONS OF ARTICLE 9 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

- d. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.
- e. It is understood and agreed that this Article is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.
- f. The indemnities contained herein shall survive the completion, expiration, or termination of this Agreement for any reason whatsoever.

10. Independent Contractor.

Contractor recognizes that it is engaged as an independent Contractor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law. Any direction or instruction by Owner or any of its authorized representatives in respect to the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent Contractor status described herein.

11. Insurance and Bonds

- a. Contractor, consistent with its status as an independent Contractor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in **Exhibit D**. All insurance must carry a waiver of subrogation and other requirements as listed in **Exhibit D**.
- b. The Contractor shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Contractor.
- c. Contractor shall deliver to District:
 - i. Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Contractor hereunder from or after the date of this Agreement. Should the Contractor fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the agreement is void and of no effect.
 - ii. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Contractor under this Agreement; and

- iii. Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the Premium to maintain coverage, in which event Paragraph 11.d. (2) shall apply.
- d. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
 - i. Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor;
 - ii. Workers' Compensation Insurance shall be kept in force until the Contractor's Services have been fully performed and accepted by District in writing.
- e. Contracts below \$25,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a Contractor providing some type of medical service.
- f. Performance and Payment Bonds: The Contractor at its own expense shall furnish the District a performance bond and a payment bond as required by Chapter 2253, Public Work Performance and Payment Bonds, Texas Government Code, or its successor ordinances covering the full performance of any Job Order under this Agreement and the payment of all obligations arising thereunder. A Job Order under this Agreement shall not be in effect until such performance and payment bonds are furnished by the Contractor and approved by the District.

12. Miscellaneous

- a. Assignment. The Contractor shall not assign the Contract as a whole, or in part, without written consent of the Owner. The Owner may, without consent of the Contractor, assign the Contract in whole or in part. In such event, the assignee shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignments.
- b. The Contractor shall not subcontract any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein.
- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- d. Compliance with Applicable Laws and District Policies. The Contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/District Policies. **District policies may change from time to time and Contractor shall comply with the current version of any policy.**
- e. Texas Public Information Act (TPIA). Contractor acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. by Dallas ISD; [or]
 - 2. for Dallas ISD and Dallas ISD
 - a. owns the information; [or]
 - b. has a right of access to the information; or

- c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

Contractor is expected to fully cooperate with the Dallas ISD in responding to public information requests. This includes, but is not limited to, providing the Dallas ISD with requested documentation. In the event that the request involves documentation that Contractor has clearly marked as confidential and/or proprietary, Dallas ISD will provide Contractor with the required notices under the TPIA. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

- f. Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the Contractor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, *Texas Government Code*, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

The Owner may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the Owner to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Contractor is described as Contractor in the statutory quote below:

- h. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.
- i. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- j. Governing Law and Venue. The Contract and any disputes related to the Work shall be governed by the laws of the State of Texas. The Contract is deemed performable entirely in Dallas, Dallas County, Texas. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract or the Work, shall be brought in the State district courts of Dallas County, Texas. In the event of litigation, the substantially prevailing party shall be entitled to its reasonable and necessary attorney's fees that are equitable and just.
- k. Waivers. No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

- i. Contractor Accounts, Records, and Inspection. Contractor shall at all times maintain job records, including, but not limited to invoices, payment records, payroll records, daily reports log, diaries, and job meeting minutes, applicable to the project. Contractor shall make such reports and records available to inspection by the Owner, Hazmat consultant, or their respective agents, within five (5) working days of request by Owner, Hazmat consultant, or their respective agents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project.
- m. Right to Audit. At any time during the term of this Agreement and for a period of four (4) years thereafter the Owner or a duly authorized audit representative of the Owner, or the State of Texas, at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, the Contractor shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due the Contractor.
- n. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, **or when sent by electronic mail to an address provided by the respective parties** and addressed as follows:
- i. If to District: **[Name of District Officer]**
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]
- With Copies to: **[Name of District Officer]**
Dallas Independent School District
[Street Address] Box [#]
[City, State Zip]
- ii. If to Contractor: **[Name of Contractor]**
[Contractor Company Name]
[Street Address]
[City, State Zip]
- iii. or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.
- o. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- p. Nondiscriminatory Employment. In connection with the execution of this Contract, the Contractor shall fully comply with the District's non-discrimination requirement cited below.

“The Dallas Independent School District (District), as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of

1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)”

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

- q. Sexual harassment of employees or students of the District by Contractor’s employees or agents is strictly forbidden. Any employee or agent of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including dismissal.
- r. Conflict of Interest. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- s. Business Ethics.
 - i. During the course of pursuing contracts, and the course of Contract performance, Contractor and its subcontractors and Contractors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Contractors of the District, or to any of their family members. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify the District of the possible violation. The District is entitled to request a representation letter from Contractor, its subcontractors or Contractors at any time to disclose all things of value passing from Contractor, its subcontractors or Contractors to District’s trustees, District’s personnel, its Program Managers and its Hazmat consultants.
 - ii. The District may, by written notice to the Contractor, cancel the Agreement without liability to the Contractor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- t. Subcontractor Contracts. The Contractor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.
- u. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at appropriate times. Unless otherwise provided, the Contractor shall make arrangement for such tests, inspections and approvals with an independent testing laboratory employed by the Owner for this purpose, or with the appropriate public authority. Owner shall bear the normal costs of these services, but not any excess costs attributable to Contractor caused scheduling problems, other Contractor error or retesting. The Contractor shall give the Hazmat consultant timely notice of when and where tests and inspections are to be made so the Hazmat consultant may observe such procedures.

- v. Amendments. The parties may amend this Agreement only upon mutual consent of the parties evidenced by a written amendment signed by each party by a person with authority to do so.
- w. Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

13. Prevailing Wage Rates

- a. In compliance with laws of the State of Texas relating to labor (Acts 1933, 43 Leg. p. 91, Chapter 45) the building construction wage rates listed in the Contract Documents have been ascertained and determined by the District as the general prevailing rates in the locality of Dallas Independent School District for the classifications listed. The Contractor and each Subcontractor shall pay to all laborers, workers and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of worker or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter.
- b. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named.
- c. The attention of the Contractor and all Subcontractors is called to the following laws of the State of Texas relating to labor: Art. 5159, R.C.S.; Art. 1581, P.C.; Pat.; 5165, R.C.S.; Art 1579, P.C.; Art. 1580, P.C.; and Art. 1581, P.C. In compliance with the above cited Art. 5159a, R.C.S., Sec. 2, the Contractor shall forfeit, as a penalty to the Owner, Sixty Dollars (\$-60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the rates stipulated hereinafter for any work done under this Contract by him or by any Subcontractor under him.
- d. **For any Project or Work funded in whole or in part by federal funding or any other source of funding that requires adherence to the provisions of the Davis-Bacon Act, this Master Agreement will be subject to the Special Conditions, which are attached to this Master Agreement as Exhibit B, Attachment One, which conditions shall otherwise not apply to this Agreement.**

14. Sales Tax Exemption.

- a. The Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Contractor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The Dallas Independent School District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Contractor in performing this Agreement with the Dallas Independent School District. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.
- c. Title to all items purchased under a resale certificate shall vest in the Dallas Independent School District at the time of initial possession by the Contractor and shall only be used in performance of this Agreement. Contractor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Contractor shall cause items purchased under a resale

certificate to send the receiving ticket to the District to be added to inventory before use by the Contractor. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

- d. The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

15. Felony Conviction Notice, Criminal Background Check and Identification Badge

- a. Felony Conviction Notice. Contractor shall comply with and shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Contractor. Additionally, Contractor must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 8 Termination if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- b. Criminal Background Check and Identification Badge. Contractor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Contractor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's employees and subcontractors shall be identified by a photographic identification badge issued by a district approved third party company at the Contractor and subcontractor's expense. The third party company shall verify that contractor and subcontractors have fulfilled their obligations with regard to criminal record history background checks and may be used to verify compliance with the federal Drug Free Workplace Act of 1988, or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The badge must be renewed annually.
- c. The Contractor's employees, agents, and subcontractors subject to Article 14 shall be identified by a photographic identification badge, issued by a District approved third party company at the Contractor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of this section shall constitute a substantial failure under Article 8 Termination.
- d. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.
- e. Contractor shall comply with Texas Education Code 22.00834 and Education Commissioner's rules regarding criminal history record for all employees and applicants for employment who have or will have continuing duties related to the contracted services and who have or will have direct contact with students ("covered employees or applicants"). Contractor shall certify to the district in writing before beginning work that it has complied with the requirements of Texas Education Code 22.0834. Contractor may use the forms provided by Texas Association of School Boards.

Contractor shall also provide the felony conviction letter provided by the District before beginning work. Contractor shall provide identifying information on covered employees upon request from the District.

- f. Contractor shall not assign any covered employee or applicant with a “disqualifying criminal history” as defined below to work on the contracted services. If at any time Contractor receives information that a covered employee or applicant has a reported disqualifying criminal history, the Contractor will immediately remove the covered employee or applicant from the Work and notify the Owner immediately.
- g. Contractor shall comply with Texas Education Code 22.0834 regarding required criminal history record information that relates to a covered employee or applicant of its subcontractors. Contractor shall obtain the required certifications prior to any subcontractor employee beginning work on District property. Contractor shall provide copies of all certifications provided by subcontractors to district within three business days of receipt from the subcontractor. Contractor shall also notify each subcontractor of its obligation to comply with Texas Education code 22.0834; and, that subcontractor shall not assign any covered employee or applicant with a “disqualifying criminal history” to work on the services required pursuant to this Agreement and that if at any time subcontractor receives information that a covered employee or applicant has a reported disqualifying criminal history, the subcontractor will immediately remove the covered employee or applicant from the Work and notify the Contractor and the Owner immediately. Subcontractors may use the forms provided by Texas Association of School Boards.
- h. “Disqualifying criminal history” means any conviction of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code chapter 21 (an offense involving moral turpitude; an offense involving a form of sexual or physical abuse of a minor or student or other illegal conduct in which the victim is a minor or student; a felony offense involving the possession, transfer, sale, or distribution of or conspiracy to possess, transfer, sell or distribute a controlled substance, as defined by chapter 481, Texas Health and Safety code or by 21 U.S.C. Section 801 et seq.; an offense involving the illegal transfer, appropriation, or use of school district funds or other district property; or an offense involving an attempt by fraudulent or unauthorized means to obtain or alter a professional certificate or license), Title 5 felony or other offense requiring registration as a sex offender if the victim of the crime was below the age of 18 or enrolled in a public school or an equivalent offense under federal law or the laws of another state, as well as conviction of any felony, or of any misdemeanor involving moral turpitude as defined by Texas law.

16. M/WBE Plan

- a. Contractor, if subcontracting portions of the work, agrees to allocate work to subcontractors or subcontractors which are historically underutilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines ("M/WBE Plan") attached hereto as Exhibit E. No changes to the M/WBE Plan may be made unless approved in writing by the District. The Contractor, prior to the execution of this contract, shall report their M/WBE participation goal as a percent of the Contract Sum. During the performance of all Work under this Agreement, the Contractor and its agents shall comply with all M/WBE policies of the District. The information shall be identified per firm, discipline and participation. While this Agreement is in effect and until the expiration of one year after final completion, the District may require information from the Contractor, and may conduct audits, to assure that the Plan is being, and was, followed. With each Contractor's application for payment, the Contractor shall report their updated M/WBE Plan and actual M/WBE participation information.
- b. Should Contractor propose the deletion of an M/WBE classified/certified subcontractor from its employ, the Contractor shall substitute a subcontractor of like classification/certification, and if Contractor is unable to substitute a subcontractor of like classification, Contractor shall provide District with documentation of its best efforts to acquire the services of an M/WBE replacement firm.

17. **Contract**

- a. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement, either written or oral, between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a Contractual relationship (1) between the Program Manager and the Contractor, (2) between the Hazmat consultant and the Contractor, (3) between the Owner and a Subcontractor or Sub-subcontractor or (4) between any persons or entities other than the Owner and Contractor.

The Program Manager and/or Hazmat consultant shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Hazmat consultant's duties.

- b. The Contract Documents consist of the Master Agreement between Owner and Contractor, (hereinafter the Agreement), Conditions of the Contract (General, Supplementary, Special and any other Conditions); Contractor's proof of payment and performance bonds and proof of insurance; Drawings, Specifications, Addenda issued prior to execution of the Contract; other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by the Hazmat consultant. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements). All sections of the Project Manual shall be a part of the Agreement. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the Conditions unless otherwise provided, and the terms and conditions continued in the Conditions shall take precedence of the terms and conditions contained in the other Contract Documents, including the Request for Proposal and any addenda thereto, which shall take precedence over the Proposal, unless specifically agreed otherwise herein, and the Proposal. Any reference to any Contract Documents shall mean the document as amended and/or supplemented for this Project.
- c. Addenda are written or graphic instruments issued by the Owner prior to the receipt of bids or proposals, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

18. **Claims And Disputes**

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

- a. A Claim is any demand or assertion by the Contractor that it should be paid more money than the Contract Sum or granted more contract time by the Owner because of action or inaction on the part of Owner, any Owner representative, Hazmat consultant, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated, constructively accelerated, or suspended, that Contractor's performance has been wrongfully terminated, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that actions or omissions of the Owner have been wrongful related in any way to Work, that a time extension grant was inadequate, that there has been a breach of contract, or that Contractor is entitled to any other relief, on any legal or equitable theory, related to the Work or the Contract. This definition

of Claim is not intended to create any right of action where the right of action does not otherwise exist under applicable law or other provisions of this Contract.

b. **NOTICE REQUIREMENT**

Within fourteen (14) calendar days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within fourteen (14) calendar days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Owner, Program Manager and the Hazmat consultant. The Notice shall clearly set out the specific matter of complaint, and the impact or damages, which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date this is reasonably possible. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section shall be waived. It is imperative that Owner have timely, specific Notice of any potential problem in order that the problem can be mitigated promptly.

c. In addition to the Notice required by Subparagraph 18.b, the Contractor shall also file a document captioned "Claim" with the Owner, Program Manager and Hazmat consultant within ninety (90) days of the occurrence of any event resulting in a Claim for damages, giving notice of the Claim, Contractor agrees that this is a reasonable Notice requirement. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this section is waived.

d. After receipt of a Notice of Claim, the Hazmat consultant shall have fourteen (14) calendar days to render a decision, which shall be stated in writing and delivered to the Contractor, the Owner and the Program Manager via facsimile, regular mail or hand delivery. If the Hazmat consultant fails to render a decision in writing within the fourteen (14) days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Hazmat consultant's written decision, Contractor may file a written appeal of the decision to the Program Manager. The Program Manager shall have ten (10) calendar days to render a decision, which shall be stated in writing and delivered to the contractor, Hazmat consultant and the Owner via facsimile, regular mail or hand delivery. If the Program Manager fails to render a decision in writing within the ten (10) days, the claim shall be deemed accepted. Within five (5) calendar days of receipt of the Program Manager's written decision, contractor may file a written appeal of the decision with the Deputy Chief of Operations. Within fourteen (14) calendar days of the receipt of an appeal, an Appeals board consisting of the Deputy Chief of Operations, the Director of Design & Special Projects, and a representative of the offices of Legal Services shall render a written decision. Any Claim determination requiring a Change Order must be approved by the Board of Trustees. The filing or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the contract during the pendency of any Claim, excepting termination or under Owner's direction to stop the Work. Any Claim that would require expenditure in excess of \$10,000.00, or that would require a Change Order, must be reviewed by the Program Manager and the Appeals Board using the appeals process described in this section.

e. **CLAIMS HANDLING FOLLOWING CONSTRUCTION**

The acceptance of final payment shall constitute a waiver of Claims by the Contractor, which have not previously been identified in a Notice of Claim under 18.b and a Claim under 18.c and specifically reserved in the final Application for Payment.

f. **PRE-LITIGATION MEDIATION**

Except for injunctive relief, neither party may commence litigation relating to any claim arising under this agreement without first submitting the claim to Mediation. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Contractor.

- g. **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**
- i. Only if conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents or (c) in the case of renovation Work, any condition of the pre-existing construction to be renovated, that is materially different from any of the conditions that could reasonably have been expected to be present in preexisting construction of the age and type encountered on the Project, then contractor shall be entitled to make a Claim if it can satisfy all of the requirements of Article 18 and all is Subparagraphs.

- ii. No adjustment in the contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, review and preconstruction services which were given to contractor by Owner. Hazmat consultant or Owner's representative or which Contractor had the opportunity to make or should have performed in connection with the Project.

h. **CALCULATING CLAIM AMOUNT**

In calculating the amount of any claim, the following standards will apply:

- i. No indirect or consequential damages will be allowed;
- ii. No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading;
- iii. Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- iv. The maximum daily limit on any recovery for delay shall be the amount originally estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract;
- v. No damages will be allowed for home office overhead or other home office charges, or any Eichleay formula calculation; and
- vi. No profit will be allowed on any claim.

i. **CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work. Prior Notice is not required for Claims relating to an emergency endangering life or property.

j. **CLAIMS FOR ADDITIONAL TIME**

If the Contractor wishes to make Claim for an increase in the Contract Time, written Notice as provided herein shall be given. Any commencement of Work after a delay will serve to terminate that delay for purpose of Notice, Subsequent delays, whether of similar or a different nature and whether based on the same, similar or a different cause, shall require Notice.

k. **CLAIMS FOR ADDITIONAL TIME**

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

l. **INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to persons or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written Notice of such injury or damage, whether or not insured, shall be given to the other party as provided herein. The Notice shall provide sufficient detail to enable the other party to investigate the matter.

m. **CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver is limited to:

- i. Damages incurred by the Owner for income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons; and
- ii. Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit including but not limited to loss of profit on other projects.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18.

n. **NO WAIVER OF IMMUNITIES**

Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

19. Contractor Conduct

- a. Sexual harassment of employees of the Contractor or employees or students of Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including dismissal.
- b. Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner' property and immediate removal from the site. Repeated termination of Contractor's or Contractor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.
- c. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use,

possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

- d. Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor, Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any alcohol or drug test.
- e. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, and Subcontractors' forces to enforce the Owner's drug free, alcohol-free, and tobacco-free zone. Contractor agrees to abide by Owner's policies prohibiting the use of tobacco, alcohol or illegal drugs in any form on any property owned, operated, or maintained by the Owner. Contractor agrees to require all subcontractors and sub-subcontractors to abide by these policies. Violation of this provision shall constitute a material breach of this Agreement.
- f. Contractor will comply with all applicable federal, state and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Contractor agrees that Contractor's representatives, employees, agents, and sub-contractors will abide by same.
- g. The Contractor and subcontractor shall ensure that on-site fraternization shall not occur between personnel under the Contractor's or subcontractor's direct or indirect supervision and students, school employees and the general public.
- h. **THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW.**

20. Communications With The District

- a. **CONTRACTOR CONTACT WITH DALLAS ISD BOARD MEMBERS.**
Dallas ISD Board Policies CHE (LOCAL) and CAA (REGULATION) forbid Contractors from contacting Board members individually at any time during the procurement process or during the performance of any contract. Below are excerpts of Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding, which detail this restriction:

CAA (REGULATION):

“Contracts with Contractors participating in the District’s E-Rate Program will include the following provisions:”

“The Contractor will refrain from contacting individual members of the Board regarding any aspect of the Contractor’s E-Rate business, whether current or anticipated. Communications with the Board, if required, will be in writing addressed to all members of the Board.”

“The Contractor will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC’s rules and requirements regarding “fair and open competition.” The Contractor will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts in a complete and truthful manner. 4. A Contractor that violates any of these provisions may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. CAA (REGULATION) – Page 4 of 16

Dallas ISD Board Policy CAA (REGULATION) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA\(REGULATION\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CAA(REGULATION).pdf)

CHE (LOCAL):

“Persons conducting commercial business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members.” CHE (LOCAL) – Page 1 of 4

“Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled.” – CHE (LOCAL) – Page 2 of 4

“Conducting business” shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services.” CHE (LOCAL) - Page 2 of 4

Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

- b. CONTRACTOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES.** Dallas ISD Board Policies CHE (LOCAL) and DBD (LOCAL) prohibits Contractors from using of former Dallas ISD employees to work on, or have any involvement, in District-related business performed or provided by that Contractor for a period of two years, for the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents, and 18 months for all other former employees. Below are excerpts from Board Policies CHE (LOCAL) and DBD (LOCAL), which detail these restrictions:

CHE (LOCAL):

“The District Contractors, Contractors, and Contractors shall not employ any employee or former employee for 18 months after the termination of such employee’s employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the Contractor.” – CHE (LOCAL) – Page 4 of 4

Dallas ISD Board Policy CHE (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=CHE(LOCAL).pdf)

DBD (LOCAL):

“Former employees, including the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents thereto shall not make any communication to or appearance before a current committee, Superintendent, principal, or employee of the District before the two-year anniversary of the date the former employee ceased to be the Superintendent of Schools, a Chief, an Executive Director or a Director if the communication is made:

- (1) With the intent to influence; or**
- (2) On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]**

A person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a Contractor or Contractor or on behalf of a Contractor or Contractor for 18 months after the termination of the person’s employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers; campus based professional employees or campus principals.” – DBD (LOCAL) – Page 3 of 4

Dallas ISD Board Policy DBD (LCOAL) may be viewed in its entirety from the following website:

[http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/057905/pol.cfm?DisplayPage=DBD(LOCAL).pdf)

These policies may change from time to time. Contractor agrees to abide by the most current version of these policies.

[Remainder of Page Intentionally Blank]

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Contract on the date first written.

Contractor:

District:

Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

FOR THE CONTRACTOR

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(PRINT NAME OF REPRESENTATIVE- SEE FOOTNOTE)

Signature:

Signature:

(CONTRACTOR REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

1

Title:

Title:

(TITLE OF CONTRACTOR'S REPRESENTATIVE)

(TITLE OF DISTRICT REPRESENTATIVE)

Notary Public:

Contractor's Attest:

Subscribed and sworn to before me this

_____ day of _____

By:

(SIGNATURE OF NOTARY PUBLIC)

(Notary Seal)

School Attorney:

Approved as to form.

By:

(SIGNATURE OF SCHOOL ATTORNEY)

¹ The District Representative per Signature Delegation Memo signs after School Attorney.

EXHIBIT A

ASSIGNMENT OF WORK FORM

EXHIBIT B

SPECIAL CONDITIONS

Attached as Attachment 1 to Exhibit B is the Special Conditions that shall apply in the event, but only in the event, that the Work or any part of it is funded by a source that requires compliance with the Davis-Bacon Act.

EXHIBIT B
ATTACHMENT 1

DALLAS INDEPENDENT SCHOOL DISTRICT

**SPECIAL CONDITIONS TO
THE MASTER AGREEMENT FOR JOB ORDER CONTRACTING SERVICES
FOR HAZADOUS MATERIALS (HAZMAT) ABATEMENT
WITH _____**

The following Special Conditions to the Master Agreement for Job Order Contracting Services for Hazardous Materials (HazMat) Abatement is made and entered into this ___ day of _____, 20___, by and between DALLAS INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “Owner”), and _____ (hereinafter referred to as “Contractor”), and is incorporated into The Master Agreement for Job Order Contracting Services for Hazardous Materials (HazMat) Abatement dated _____, 20___.

WHEREAS Owner and Contractor entered into that certain Agreement dated _____, 20___ entitled The Master Agreement for Job Order Contracting Services for Hazardous Materials (HazMat) Abatement (hereinafter “the Agreement”); and

WHEREAS Owner and Contractor desire to supplement certain terms and conditions of the Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the terms hereinafter established, the parties have agreed and do hereby agree as set forth below.

Owner and Contractor agree that the Agreement shall be modified as follows:

1. The following Paragraphs shall be added as Attachment 1 to Exhibit B of The Master Agreement for Job Order Contracting Services for Hazardous Materials (HazMat) and shall replace Articles 13.a, 13.b, and 13.c:

13.e. PREVAILING WAGE RATES FOR WORK FUNDED BY _____; CONTRACTOR AND SUBCONTRACTOR COMPLIANCE WITH DAVIS-BACON ACT

13.e(1). Pursuant to Subchapter IV of chapter 31 of title 40, United States Code (40 U.S.C. §3141 *et seq.*, “Davis-Bacon Act”) shall apply to all Job Orders under this Agreement for work funded by _____.

For all Job Orders for work funded by _____, Paragraphs 13.e, 13.e(1), 13.e(2), 13.e(3), 13.e(4), and 13.e(5) of these Special Conditions shall apply in lieu of Paragraphs 13.a, 13.b and 13.c of the Master Agreement. Contractor shall comply and is responsible for compliance of its subcontractors with the Davis-Bacon Act and all applicable regulations including, but not limited to, applicable regulations in 29 C.F.R. Parts 1, 3 and 5. Contractor and

subcontractors shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

13.e(2). Contractor and subcontractors shall pay all laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages (including fringe benefits) listed in the Davis-Bacon wage determination attached as Schedule A to the Job Order form for the particular project which shall be the Davis-Bacon wage determinations for the work performed current as of the date of the Job Order for the project. Contractor and subcontractors shall pay all laborers and mechanics weekly and submit weekly certified payroll records to Owner.

13.e(3). The following clauses found in 29 CFR §5.5 shall apply to and are a part of this Agreement for any Job Order for work funded by _____:

(1) Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination

(including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the

contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The Dallas Independent School District (“District”) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the

work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the District, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of

compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the District or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause

the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* –

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as the District may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFB parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13.e(4). Pursuant to Texas Government Code Chapter 2258, Owner's Board of Trustees has determined the general prevailing rate of per diem wages in the locality in which the Work is to be performed for crafts or type of workers needed to execute the contract and the prevailing rate for legal holiday and overtime work. These prevailing wage rates shall be attached to each Job Order as Schedule B. To the extent any prevailing wage rates, including rates for legal holiday and overtime work, exceed the applicable rate for the same craft or type of worker under the Davis-Bacon Act, Contractor and any subcontractors shall pay workers not less than the higher rate. *Nothing in this Paragraph or Schedule B shall permit Contractor or any subcontractor to pay wage rates (including fringe benefits) for any work funded by less than those required by the Davis-Bacon Act nor alter Contractors' and all subcontractors obligation to comply with all provisions of the Davis-Bacon Act and applicable regulations, including but not limited to, the provisions set forth in §13.e(3) herein.*

13.e(5). Contractor shall forfeit, as a penalty to the Owner, for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents. *See*, Tex. Gov't Code §2258.023.

2. The attached Exhibit A to Dallas Independent School District Special Conditions to The Master Agreement for Job Order Contracting Services for Hazardous Materials (HazMat) Abatement, "Prevailing Wage Rates – Davis-Bacon Act", shall apply to and be attached and incorporated into each Job Order for work funded by _____.

In all other respects, the terms and conditions of the Agreement shall remain the same. Invalidity of any portion of the Special Conditions under the laws of the State of Texas shall not affect the validity of the remainder.

The Special Conditions shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall be in the courts of Dallas County, Texas.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have caused the Special Conditions to be duly executed as of the date first written above.

DALLAS INDEPENDENT SCHOOL DISTRICT

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

CONTRACTOR

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

**ATTACHMENT 1 TO
DALLAS INDEPENDENT SCHOOL DISTRICT
EXHIBIT B SPECIAL CONDITIONS TO
THE MASTER AGREEMENT FOR JOB ORDER CONTRACTING SERVICES
FOR HAZARDOUS MATERIALS (HAZMAT) ABATEMENT**

Prevailing Wage Rates – Davis-Bacon Act

Pursuant to Subchapter IV of chapter 31 of title 40, United States Code (40 U.S.C. §3141 *et seq.*, “Davis-Bacon Act”) shall apply to this project. Contractor shall comply, and is responsible for compliance of their subcontractors, with the Davis-Bacon Act and all applicable regulations including, but not limited to, applicable regulations in 29 C.F.R. Parts 1, 3 and 5. Contractor and subcontractors shall pay all laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages (including fringe benefits) listed in the Davis-Bacon wage determination attached hereto as Schedule A for the work performed.

29 C.F.R. §5.5(a) provides that the contract provisions in §5.5(a)(1)-(10) set forth below shall be inserted in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1. These contract provisions shall apply to this Project.

Contract Provisions, 29 C.F.R. §5.5(a):

(1) Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification

may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*. The Dallas Independent School District (“District”) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records*.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the District, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the District or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* –

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as the District may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Pursuant to Texas Government Code Chapter 2258, Owner's Board of Trustees has determined the general prevailing rate of per diem wages in the locality in which the Work is to be performed for crafts or type of workers needed to execute the contract and the prevailing rate for legal holiday and overtime work. These prevailing wage rates are attached hereto as Schedule B. To the extent any

prevailing wage rates, including rates for legal holiday and overtime work, in Schedule B exceed the applicable rate for the same craft or type of worker under the Davis-Bacon Act, Contractor and any subcontractors shall pay workers not less than the higher rate. *Nothing in this Paragraph or Schedule B shall permit Contractor or any subcontractor to pay wage rates (including fringe benefits) less than those required by the Davis-Bacon Act nor alter Contractors' and all subcontractors obligation to comply with all provisions of the Davis-Bacon Act and applicable regulations.*

Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents. *See, Tex. Gov't Code §2258.023.*

SCHEDULE A

<INSERT CURRENT APPLICABLE DAVIS-BACON ACT WAGE
DETERMINATIONS FOUND AT www.wdol.gov >

SCHEDULE B
<INSERT CURRENT DALLSD I.S.D. PREVAILING WAGE RATES >

EXHIBIT C
CONTRACTUAL UNIT PRICE FORM

EXHIBIT D

INSURANCE AND BOND REQUIREMENTS

1. No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Hazmat consultant in writing of any proposed nonconformity with these requirements, and shall notify Owner and Hazmat consultant in writing of any insurance changes which occur during the terms required under the Contract documents. Any deviation from these requirements can only be approved by the Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to the Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.
2. Satisfactory evidence of insurance required by this Article shall be provided to Owner and Hazmat consultant not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance certificates, binders, declarations, and endorsements themselves. In addition, Contractor shall also provide: 1) a duly executed Owner's Certificate of Insurance; 2) a duly executed ACORD Certificate of Insurance, Form 25-S with the following modifications in the "Cancellation" Section: delete (line through) the words "endeavor to"; place the number 30 in the blank; and delete the words "but failure to shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives", or 3) a duly executed ACORD Certificate of Insurance, Form 27, such form to be modified if necessary to include liability coverage. The Contractor shall furnish Owner copies of all insurance policies, amendments, renewals, notices, cancellations and additional endorsements within sixty (60) days after the execution of the Contract by Owner, and as they are provided to Contractor.
3. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A minus VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, <http://www.ambest.com> and that permits waivers of subrogation.
4. All liability insurance required herein shall name Dallas ISD, its officers, employees, volunteers, elected officials, Program Managers, Hazmat consultants and their officers, employees, representatives, risk management consultants, or agents, as an additional insured, except Contractor's Worker's Compensation insurance and Professional Liability insurance.
5. All insurance required herein shall be primary insurance as respects the additional insureds required by 11.04. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the additional insureds on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity has an insurable interest in the property damaged.
6. Any failure of the Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Additional Insured Parties.
7. All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor. Contractor shall be responsible for all policy deductibles and self-insured retentions.
8. Contractor will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Contractor will provide Owner with Contractor and insurance carrier contact names and phone numbers. Contractor will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA Section 111.
9. Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

10. CONTRACTOR'S LIABILITY INSURANCE

- a. The Contractor shall purchase and maintain, in a company or companies with a "Best Rating" of "A minus" or better, and licensed to do business in the State of Texas, such insurance as will protect him, the Owner, Program Manager and Hazmat consultant, from claims set forth below which may arise out of, or result from, the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractual liability shall be the same limits as under paragraphs 10.b and 10.c below.
- b. The insurance required by paragraph 10.a shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- c. The Owner, its officers, employees, volunteers, elected officials Program Managers, Hazmat consultants, and their officers, employees, representatives, risk management consultants, or agents shall be covered as Additional Insureds for liability arising out of activities performed by, for, or on behalf of, the Contractor, including general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no specific limitations on the coverage afforded the Additional Insureds except for Workmen's Compensation and Professional Liability.

- (1) (a) Workmen's Compensation Statutory
- (b) Employer's Liability
 - \$500,000 each employee
 - \$500,000 disease, policy limit
 - \$500,000 disease, each employee

Coverage will include:
 Waiver of subrogation in favor of Owner, Program Manager and Hazmat consultant
 Alternate Employers Endorsement, if applicable
 Voluntary Compensation endorsement
 All States coverage on an "if any" basis

(2) Comprehensive General Liability

- (a) Bodily Injury and Property Damage:

| | |
|-----------------|---------------------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 (per project) |

Coverage to remain in place until Final Completion

- (b) Products and Completed Operations

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

- (c) Personal and Advertising Injury including contractual liability

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

(d) Coverage will include:

Contractors Professional Liability endorsement CG 22 79 or equivalent (policy shall not contain a professional liability exclusion for "means and methods")
 Additional insured, primary and non-contributing
 If the additional insured endorsement maintained by the Contractor does not include completed operations coverage then the Contractor must purchase this coverage using form CG-20-37 (latest edition) or an equivalent form providing additional insureds with coverage for "completed operations".
 Waiver of subrogation in favor of Owner, Program Manager and Hazmat consultant
 A standard ISO CGL 2001 occurrence coverage form or equivalent

No modification or restriction of the standard ISO CGL coverage form Paragraph I – “damage to your work” exclusion. The “subcontractor exception” will not be removed via CG 22 94.
If there is work within fifty (5) feet of a railroad, endorse with CG 2417.

- (3) Business Automobile Liability (including owned, non-owned, hired, or borrowed vehicles):
(a) Bodily Injury

| | |
|-----------------|-----------|
| Each Person | \$250,000 |
| Each Occurrence | \$500,000 |

(b) Coverage will include:

Contractual Liability
Additional Insured, primary and non-contributing
Waiver of subrogation in favor of Owner, Program Manager, and Hazmat consultant
Pollution liability which includes upset, overturn, and collision
Motor Carrier Act Endorsement (MCS 90), if applicable.

- (4) Umbrella Excess Liability coverages shall be:

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

Coverage will include:

Occurrence based form
Follow form of the primary coverage (commercial general liability, employers liability, auto liability) except for per project aggregate
Pay on behalf wording
Completed Operations
Waiver of subrogation to follow form of the primary
Annual aggregate limit
A drop down feature

- (5) Railroad Protective Liability, if applicable

Contractor will purchase a railroad protective liability policy when the work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, switches, and airspace. The limits and terms of coverage will be stipulated by the railroad.

- (6) Contractors Pollution Liability

Contractor will purchase a policy covering third-party bodily injury, property damage, and loss of use claims, including clean-up costs, as a result of pollution conditions arising from contractor’s operations and completed operations. Completed operations coverage will remain in effect through annual renewal for no less than 5 years after final completion of the Work. The limits of coverage will be not less than:

Each Occurrence and Annual Aggregate \$3,000,000

Coverage will include:

Mold and other fungi and bacteria
No exclusion for EIFS, if applicable
Additional insured, primary and non-contributing
A waiver of subrogation in favor of Owner, Program Manager and Hazmat consultant
A retroactive date no later than the start of the Work, if applicable.
Occurrence form, if available.

11. Certificates of insurance acceptable to the Owner and Program Manager shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this paragraph 10 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning a fifty percent or greater reduction of coverage on account of revised limits or claims paid under the General-Aggregate, or both shall

be furnished by the Contractor to the Owner and Program Manager in writing within five (5) days of Contractor's information and belief.

12. Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13. Texas Workers' Compensation Insurance

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the Project.

Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the Project is required for the duration of the Project, including any Warranty Period.

Persons providing services on the Project ("subcontractor") in Texas Labor Code 406.096: includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage Contractors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amount and filing of any coverage agreements, which meets the statutory requirements of Texas Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the Project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- a. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all its employees providing services on the project for the duration of the project;

- b. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Obtain from each other person with whom it contracts, and provide to the contractor:

- a. A certificate of coverage, prior to the other person beginning work on the project; and
- b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

14. OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

15. WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Hazmat consultant, Hazmat consultant's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, and (3) Program Managers for damages caused by fire or other perils to the extent covered by property insurance obtained for builders risk, if any, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The foregoing waiver afforded the Hazmat consultant, his agents, and employees, shall not extend the liability imposed by article 9.e. The Owner or Contractor, as appropriate, shall require of the Hazmat consultant, Separate Contractors, Subcontractors, Sub-subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this paragraph 15. The Owner or Contractor, as appropriate, shall require of the Hazmat consultant, Hazmat consultant's consultants, any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of the other parties enumerated herein.

16. PERFORMANCE BOND AND PAYMENT BOND

- a. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

- b. If the Contract amount is \$100,000 or more, the Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is \$25,000 or more, the Contractor shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law. Contractor shall furnish a copy of the Payment Bond to each of its Subcontractors upon request.
- c. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be furnished.

REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Contracts

Date: _____

Contractor: _____

Buyer: _____ Fax #: _____

Contract Amount: _____

Description of Service to be Provided: _____

| | | |
|------------------------------------|-----------------------------------|--------------------------------------|
| General Liability Coverage - | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |
| Automobile Coverage - | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |
| Worker's Compensation - | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |
| Professional Error's & Omissions - | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |
| Umbrella Policy - | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |
| Payment/Performance Bond- | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> |

Reason(s) for disapproval: _____

Completed by: _____

RISK MANAGEMENT DEPARTMENT

Phone 972.925.4063 Fax 972.925.4011

LaTRobinson@dallasisd.org

(Include signed form in agreement w/ insurance certificate)

EXHIBIT E
M/WBE PLAN

[Attach final signed forms after the review page]

[Initial forms submitted with procurement may be utilized]

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE

[Attach final signed form]

CSP #CS 14-001 JOC HAZMAT ABATEMENT

ATTACHMENT “B”

DISD SAFETY MANUAL

**DALLAS
INDEPENDENT SCHOOL
DISTRICT**

Construction
Minimum Safety Program
Guidelines Manual

Note: All Contractors are responsible for providing a copy of this manual to their Subcontractors.

TABLE OF CONTENTS

| SECTION | PAGE |
|--|-------------|
| 1 FOREWORD | 5 |
| 2 POLICY STATEMENT | 6 |
| 3 PROGRAM OBJECTIVES | 7 |
| 4 LOSS CONTROL RESPONSIBILITIES | 8 |
| 4.1 Contractor | 8 |
| 4.2 Contractor's Construction Manager | 9 |
| 4.3 Contractor's Safety Representative | 10 |
| 4.4 Contractor's Job Superintendent | 11 |
| 4.5 Project Foremen | 12 |
| 4.6 Dallas ISD Bond Program Safety Director | 13 |
| 5 MINIMUM CONSTRUCTION SAFETY REQUIREMENTS AND PROCEDURES | 14 |
| 5.1 Local Laws and Requirements | 14 |
| 5.2 Substance Abuse | 16 |
| 5.3 Other Controlled Items | 17 |
| 5.4 Emergency Procedures/Guidelines | 18 |
| 5.5 Protecting the General Public | 19 |
| 5.6 Group Tours and Site Visitors | 20 |
| 5.7 Safety Committee | 22 |
| 5.8 Work Areas | 22 |
| 5.9 Record Keeping and Reporting | 22 |
| 5.10 First Aid and Medical Treatment | 22 |
| 5.11 Accident Investigations | 23 |
| 5.12 Construction Safety, Health and Training Programs | 23 |
| 5.13 Traffic Control | 23 |
| 5.14 Job Hazard Analysis | 23 |
| 5.15 Sanitation | 24 |
| 5.16 Fire Prevention Program | 24 |
| 5.17 New Hire Orientation | 26 |
| 5.18 Housekeeping | 26 |
| 5.19 Dust Control | 27 |
| 5.20 Hazard Communication (Haz-Com) | 27 |
| 5.21 Jobsite Safety Inspection and Audits | 27 |
| 5.22 Personal Protective Equipment (PPE) | 28 |
| 5.23 Confined Space Entry (When Applicable) | 29 |
| 5.24 Excavations | 30 |

| | | |
|---|--|-----------|
| 5.25 | Electrical Work ----- | 30 |
| 5.26 | Fall Protection----- | 31 |
| 5.27 | Environmental Testing and Equipment ----- | 34 |
| 5.28 | Floor and Wall Openings ----- | 35 |
| 5.29 | Welding and Cutting ----- | 36 |
| 5.30 | Compressed Gas Cylinders Storage ----- | 37 |
| 5.31 | Scaffold and Ladder Safety----- | 38 |
| 5.32 | Work Performed Near Existing District Right-of-Way ----- | 39 |
| 5.33 | Cranes and Crane Safety----- | 40 |
| 5.34 | Use of Man Cages and Suspended Work Platforms----- | 41 |
| 5.35 | Earth Moving Equipment and Trucks----- | 41 |
| 5.36 | Electrical Power Lines ----- | 43 |
| 5.37 | Locating Utilities ----- | 43 |
| 5.38 | Demolition & Site Clearance (OSHA Subpart T) ----- | 44 |
| 5.39 | Steel Erection (OSHA Subpart R)----- | 44 |
| 5.40 | Roofing----- | 46 |
| 6 CONSTRUCTION SAFETY FOR SCHOOL CHILDREN----- | | 48 |
| 6.1 | Introduction----- | 48 |
| 7 ACCIDENT REPORTING ----- | | 50 |
| 7.1 | Responsibilities ----- | 50 |
| 7.2 | Accident Reporting----- | 50 |
| 7.3 | Federal OSHA Forms ----- | 51 |
| 8 CONSTRUCTION SAFETY MEETINGS ----- | | 52 |
| 8.1 | Safety Meetings ("Tool Box Meetings") ----- | 52 |
| 8.2 | Safety Committee Monthly Meeting ----- | 52 |
| 8.3 | Safety Meeting Report ----- | 52 |
| 9 CONTRACTOR SAFETY AUDIT ----- | | 53 |
| 9.1 | Purpose----- | 53 |

APPENDIX

Forms and Exhibits

| | | |
|-------------|---|----|
| Exhibit 4-1 | Site Safety Action Plan (Supplemental)----- | 55 |
| Exhibit 5-1 | Visitor's Release and Hold Harmless Agreement ----- | 58 |
| Exhibit 5-2 | Safety Inspection Checklist ----- | 59 |
| Exhibit 5-3 | Crane Inspection Record ----- | 67 |
| Exhibit 5-6 | Job Hazard Analysis Worksheet ----- | 68 |
| Exhibit 6-1 | Accident Investigation Report----- | 69 |
| Exhibit 7-1 | "Safety Meeting Attendance Roster" Form ----- | 70 |

Contractor's site specific Programs/Procedures will be made part of the Construction Minimum Safety Program Guidelines as Attachments.

- a. Attachment A - Contractor's Site Emergency Procedures
- b. Attachment B - Contractor's Site Fire Prevention and Protection Program
Emergency Procedures
- c. Attachment C - Contractor's Hazard Communication Program
- d. Attachment D - Contractor's Respiratory Program – if applicable
- e. Attachment E - Contractor's Confined Space Entry – if applicable

For additional information contact the Dallas ISD Bond Program Safety Director, David Cervantes at (972) 925-7219 or by fax at (972) 502-1222.

SECTION 1

FOREWORD

This Manual has been compiled to present Loss Control activities and guidelines. Contractors are expected to meet or exceed these minimum guidelines.

The information and suggestions summarized in this Manual were compiled from sources believed to be reliable. It cannot be assumed that this material includes every loss potential, code violation or exception to good practice and, therefore, we cannot guarantee its completeness.

It is solely the Contractor's responsibility to conform to the provisions of this Manual and standards set forth under the Williams-Steiger Occupational Safety and Health Act of 1970 and, as amended, other federal, state and local standards as they apply. The Contractor shall ensure that each of its Subcontractors complies with the requirements of this Manual.

We should also emphasize that, as with all other aspects of the work, the Contractor's selection of means and methods is his own, and that any and all suggestions contained in this Manual are only representative of the types of techniques and practices which the Contractor may choose to employ on this project.

DALLAS ISD DISCLAIMER

The purpose of the Construction Minimum Safety Program Guidelines Manual, developed for the Dallas Independent School District, is to assist in the development and implementation of appropriate safety standards. This manual is prepared for use as a minimum guideline to safety during the construction, renovation and expansion activities to be completed by independent contractors. The program is based on applicable government regulations; insurance related safety/risk management requirements, accepted safety practices within the construction industry and common sense. The maintenance of safe premises, operations and equipment, protection of the faculty, students, and community, and the avoidance of unsafe conditions and practices (during all construction phases) are the responsibility of the General Contractors and Subcontractors performing the construction work. The Program Manager will provide safety oversight of the Contractor's Safety Program. While mandatory, compliance with the provisions of this Construction Minimum Safety Program Guidelines Manual will not guarantee or ensure compliance with the requirements of the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910). This manual is intended to provide a working, uniform minimal level of program guidelines to assist or provide direction to the Contractors. This manual is not intended to replace the need for each Contractor to establish and maintain a proper Illness and Injury Prevention Program as required by the Department of Labor, Occupational Safety and Health Act (29 CFR 1926 and 29 CFR 1910) and the State of Texas.

The Dallas Independent School District, and its Agents, Consultants, etc., assume no liability for the manual's contents or for any safety related service(s) that may be provided during the course of the project.

References to "Bond Program" shall refer to the Dallas Independent School District 2008 Bond Program or the Dallas Independent School District Limited Maintenance Tax Qualified School Construction Notes, Taxable Series 2013 (Direct-Pay Subsidy Notes) Program as appropriate for the particular project for which work is to be performed.

SECTION 2

POLICY STATEMENT

The principles of safety and loss control reflect a determination by Dallas Independent School District to prevent injuries to the general public and workers, as well as to prevent damage to property and equipment.

The District considers no phase of construction or administration of greater importance than accident prevention, and asserts that accidents which result in personal injury and damage to property and equipment represent needless waste and loss. It shall be the policy of the District for Contractors to conduct all operations safely and thereby prevent injuries to persons and damage to property.

Planning for safety shall start with the design and continue through purchasing, fabrication and construction in all phases of the Bond Program. All practical steps shall be taken to maintain a safe place to work. The Contractor must accept the responsibility for safety and loss prevention and shall be responsible for thorough safety and loss control training and instruction of its employees.

The objective of this policy is to establish throughout the entire Dallas Independent School District Bond Program Construction Projects the concept that the prevention of accidents and protection of property is most important and, therefore, shall receive top priority, support and participation.

SECTION 3

PROGRAM OBJECTIVES

The Dallas Independent School District Construction Minimum Safety Program Guidelines Manual has been created to supplement the Contractor's own program to eliminate or reduce hazards and risks associated with the construction Projects, prevent accidents, reduce employees' injuries, prevent damage to property, promote maximum efficiency and effect savings by the reduction of unplanned business interruption.

Active participation by the GENERAL CONTRACTOR and SUBCONTRACTOR MANAGEMENT, supervisory staff and employees will make the program not only effective, but also successful by coordinating the participants' efforts in performing the following tasks:

- a. Provide a safe environment for employees to perform high quality work.
- b. Use safety planning as a tool to reduce bodily injury and property damage.
- c. Provide inspections to locate and abate unsafe conditions and practices.
- d. Protect the public and property immediately adjacent to all construction sites.
- e. Educate and train employees through:
 - (1) New hire orientation
 - (2) Safety meetings
 - (3) Safety training, i.e., hazard communication (HAZ-COM), trenching safety, confined space entry, etc.
 - (4) Mandatory personal protective equipment programs
 - (5) Injury reporting and record keeping to maintain an up-to-date accident experience and trends analysis
 - (6) Using accident investigation information to abate deficiencies and eliminate any additional losses
- f. Comply with Federal, State and local laws, ordinances, regulations, industry and NFPA Standards including the Life Safety Code.

The Construction Minimum Safety Program Guidelines Manual is to work in conjunction with the Contractor's individual Safety Program. All Contractors are required to implement their own written Safety Program or the Construction Minimum Safety Program Guidelines Manual prior to construction activities.

SECTION 4

LOSS CONTROL RESPONSIBILITIES

4.1 CONTRACTOR

The extent to which these program objectives are met depends upon active management promotion and support of the Construction Minimum Safety Program Guidelines and the complete cooperation of subcontractors, job site supervisors, and construction personnel in carrying out the following basic procedures:

THE CONTRACTOR IS RESPONSIBLE FOR ACCIDENT PREVENTION AND JOB SITE SAFETY. In compliance with these provisions, each Contractor shall:

- a. Within fourteen calendar (14) days after the Notice of Award, but not later than the Pre-Construction Conference, submit a copy of the Contractor's Safety Action Plan together with a letter of Management's Statement of Policy signed by an officer of the company in relation to its contract.
 - (1) The company's safety policy, including detailed disciplinary action to be taken with respect to employees violating safety requirements.
 - (2) The company's awareness and knowledge of all County, Local, State and Federal Safety Codes applicable to its contract, including the Construction Minimum Safety Program Guidelines Manual.
 - (3) The company's designated on-site safety representative.
 - (4) A list of company's competent and qualified personnel in regards to your scope of work.
 - (5) A list of all subcontractors and their designated on-site safety representatives.
 - (6) A copy of the annual crane inspection as well as current maintenance reports.
 - (7) All cranes will be used in accordance with manufacturer guidelines.

The above information is to be submitted to the Program Manager and a copy to Bond Program Safety Director at:

Dallas Independent School District
Bond Construction Safety Management
3801 Herschel Ave.
Dallas, Texas 75219

- b. Plan all work to minimize personal injury, property damage and loss of production time.
- c. Maintain a system of prompt detection and correction of unsafe practices and conditions.
- d. Assure that all contractor and subcontractor employees of any tier have successfully completed an orientation and indoctrination program as described in Section 5.17.
- e. Maintain site records to assure compliance with the Construction Minimum Safety Program Guidelines. Activities requiring documentation include, but may not be limited to, the following: weekly tool box meetings, supervisor accident/incident investigation, Haz-Com and other specialized training, fire prevention plan, dust control plan, equipment inspection/maintenance, OSHA record keeping, self-inspections, substance abuse program, employee orientation and job hazard analysis.
- f. Require your designated safety representative and those of your subcontractors to attend a documented monthly safety committee meeting.
- g. Require all subcontractors of any tier and their employees to comply with established policies and procedures to ensure adequate compliance with all applicable Federal and/or State Laws and Standards.

In the event of a conflict and/or ambiguity between various statutes or safety provisions, the stricter provision shall apply.

The Contractor shall maintain a copy of the "Construction Minimum Safety Program Guidelines Manual" at each project site.

Prior to working on any Dallas ISD property/project, all contractor and subcontractor employees of any tier shall obtain a Dallas ISD Bond Program photographic Identification badge issued by a District approved third-party company at the contractor's or subcontractor's expense. A safety orientation sticker (to be placed on the I.D. badge) is also required prior to working on any Dallas ISD property/project. The safety orientation sticker is obtained after completion of the required Dallas ISD Bond Program's Safety Orientation provided by the Bond Program's safety office. Any replacement for a lost badge should be obtained by the issuing third party company. Replacement of the safety orientation sticker shall be requested through the Dallas ISD Bond Safety Director or designee.

4.2 CONTRACTOR'S CONSTRUCTION MANAGER

The Contractor's Construction Manager shall:

- a. Plan and execute all work so as to comply with the stated objectives of the Construction Minimum Safety Program Guidelines Manual.
- b. Comply with all the provisions of the contract dealing with safety and accident

- prevention requirements.
- c. Require project and job superintendents, safety representatives and project foremen to enforce the federal, state and local safety codes and regulations.
 - d. Cooperate with the Bond Program Safety Director or designee.
 - e. Authorize necessary action to correct sub-standard safety conditions reported or observed.
 - f. Review and take necessary action with respect to safety matters through directives or personal interviews with superintendents, project foreman or subcontractors' management.
 - g. Each General Contractor will send a company representative to attend monthly safety committee meetings, or more frequently, as may be required for unusual circumstances and situations.

4.3 CONTRACTOR'S SAFETY REPRESENTATIVE

The Contractor shall designate a Safety Representative who shall:

- a. Ensure that the Construction Minimum Safety Program Guidelines are carried out.
- b. Monitor employee compliance with all jobsite rules and regulations, and ensuring that the rules are upgraded as necessary.
- c. Make daily safety inspections of jobsites and take necessary immediate corrective action to eliminate unsafe acts and conditions.
- d. Ensure the **OSHA 300 Form** Accident Report is properly completed and distributed.
- e. Review and assist when necessary, accidents and incidents to insure that injured employees follow proper reporting procedures and that Accident Investigation Reports are completed accurately. Where appropriate, recommend immediate corrective action to the project manager or superintendent.
- f. Provide project foremen with appropriate material for use in conducting weekly "tool box" safety meetings.
- g. Periodically attend project foreman's "tool box" safety meetings and evaluate their effectiveness.
- h. Implement safety-training programs, for supervisors and employees as they apply to their specific responsibilities where the Safety Representative identifies a need.
- i. Encourage programs for recognition of individual employee's safety efforts and their contribution toward improved work methods.

- j. Responsible for the control and availability of the necessary safety equipment, including employee's personal protective equipment.
- k. Coordinate safety activities with those of the District's personnel, the Safety Representatives of subcontractors and the Bond Program Safety Director or designee.
- l. Attend monthly safety committee meetings, or more frequently as required.
- m. The Safety Representative should share his experience, questions and problems with the other Safety Representatives at those meetings.

NOTE: At the General Contractor's discretion, the job superintendent or project foreman may serve in the capacity of Safety Representative if the individual selected to serve is capable of performing the minimum criteria listed above for Safety Representative.

4.4 CONTRACTOR'S JOB SUPERINTENDENT

It is the responsibility of superintendents to provide constant and thorough supervision of the activities including safety of employees and employees of all subcontractors.

Responsibilities of the superintendent include, but are not limited to:

- a. Planning and executing all work as to comply with stated objectives of the Minimum Safety Program Guidelines Manual, and work with the Safety Representative to assure the effectiveness of the program. Plan all work far enough in advance so that proper safety procedures and equipment can be provided before work begins.
- b. Ensure that no unsafe conditions are created, i.e., poor housekeeping, removal of guardrails, etc.
- c. Take immediate action to eliminate, correct or resolve any unsafe conditions or unsafe acts, which are observed or discovered.
- d. Ensure that periodic inspection of safety equipment and personal protective equipment is conducted and enforce the use of such equipment.
- e. Ensure that injured employees obtain prompt medical attention. Participate in the completion of supervisory accident investigation of all accidents and suggest ways to prevent similar accidents.
- f. Periodically attend foreman's weekly "tool box" safety meetings and evaluate their effectiveness.

4.5 PROJECT FOREMEN

Project foremen are an integral part of an effective safety program and the amount of effort they put into accident prevention on their daily assignments helps determine whether or not a good accident record is maintained. Project foremen's responsibilities shall include the following, with respect to the Construction Minimum Safety Program Guidelines Manual:

- a. Instruct employees under their supervision in safe work practices and work methods at the time of work assignments.
- b. Supply and enforce the use of proper protective equipment and suitable tools for the project.
- c. Verify that no unsafe practices or conditions are allowed on any part of their job.
- d. Acquaint their workers with all applicable safety requirements and enforce them.
- e. Set a good example for their workers. **Lead by example.**
- f. Participate in the investigation of accidents and incidents to determine facts necessary to take corrective action.
- g. Supply information for completion of the Accident Report and Investigation Form (directed by the Safety Representative and/or project superintendent).
- h. Hold weekly "tool box" safety meetings with their employees:
 - (1) Discuss observed unsafe work practices or conditions and corrective action taken to prevent a similar incident or condition.
 - (2) Review the accident experience of their crew.
 - (3) Encourage safety suggestions from their employees and report them to the Safety Representative.
 - (4) All safety meetings are to be documented and kept in job trailer for review if requested.
- i. See that prompt first aid is administered to injured employees. One member per crew shall be trained and certified in CPR/First Aid. This employee will be identified by red tape worn around the hard hat.
- j. Report immediately to the Safety Representative and superintendent any violations of project safety that cannot be immediately corrected.

4.6 DALLAS ISD BOND PROGRAM SAFETY DIRECTOR

The Dallas ISD 2008 Bond Program Safety Director is responsible for the following:

- a. The Bond Program Safety Director or designee shall provide oversight to Contractors, focusing on their responsibility for timely application of safety and accident prevention procedures to all persons on the project.
- b. Review loss and claim information submitted by the Safety Representatives for completeness.
- c. Periodically conduct audits of the implementation of the Contractor's Safety Program.
- d. Assist Contractor with investigation of serious accidents, including emergencies and injuries resulting in lost work time.
- e. Assist Contractor with determination of environmental health hazards.
- f. Assist Contractor to prepare pre-project safety analysis for major new projects assigned, and participate in pre-construction conferences to discuss potential safety hazards and the necessary safety program.
- g. Participate and assist in Contractor's training efforts.
- h. Provide assistance with OSHA Construction Safety Requirement interpretations.
- i. **In the event of repeated violation of safety requirements, the Bond Program Safety Director or designee shall notify Dallas ISD's Construction Management Network. The District shall have the authority to invoke any contractual remedy deemed appropriate.**

NOTE: No requested advice from the representatives of Marsh Inc., Architect, Engineer or the District shall in any way relieve, alter, change or amend any of the Contractor's expressed, implied or inherent legal and/or contractual obligations. Furthermore, the authority vested in the District and its designated representatives, including Marsh Inc. to act on matters regarding safety, shall not in any way reduce the Contractor's responsibility for safety and accident prevention. The District and its representatives, including Marsh Inc. are obligated only to notify the Contractor of observed instances in which the Contractor failed to fulfill their own obligations.

SECTION 5

MINIMUM CONSTRUCTION SAFETY REQUIREMENTS AND PROCEDURES

5.1 LOCAL LAWS AND REQUIREMENTS

Contractor and each subcontractor shall comply with the most stringent OSHA, City, County or Federal regulations governing where the project site resides.

NO FELONY CONVICTION REPRESENTATION

All contractors will comply with the following:

Sec 44.034, Subsection (a) of the Texas Education Code subparagraph (a) requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. This section does not apply to a publicly held corporation.

All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The district may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. This paragraph is required by state law, and exceptions permitted in this advance notice do not limit the following requirements.

All vendors will obtain criminal background history record of information that relates to an employee, applicant for employment, or agent of the contractor or consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services: and the duties are or will be performed on school

property or at another location where students are regularly present. The contractor or consultant shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractors or consultants shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. The District shall be the final decider of what constitutes a “location where students are regularly present.” Contractors’ or consultants’ violation of this section shall constitute a substantial failure under any resulting agreement, and be grounds for termination.

Unless waived in writing by the Superintendent of Schools or designee, all District vendors shall be identified by a photographic identification badge, issued by a District-approved third-party company at the vendor’s expense. The third-party company, as detailed in the *Purchasing and Financial Activities Manual*, shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process.

Employee or agent includes as example, but not by way limitation, persons providing services on the project including all persons or entities performing all or part of the services the contractor has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have sole discretion to determine what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a default under the General Terms and Conditions of the contract.

5.2 SUBSTANCE ABUSE

- a. Purpose: Dallas Independent School District (Dallas ISD) is committed to the establishment and maintenance of a safe and efficient work environment for all personnel, free from the effects of alcohol, illegal drugs and other controlled substances.
- b. Policy: District prohibits on their property, the use, possession, concealment, transportation, promotion, or sale of any of the following:
 - (1) Alcoholic beverages.
 - (2) Marijuana and other illegal drugs, look-a-likes and designer drugs.
 - (3) Drug paraphernalia.
 - (4) Controlled substances such as medications when usage is abused or when the substance is possessed without proper prescription labeling.

To be under the influence of any of the above substances while on Dallas ISD property or to use, possess, conceal, transport, promote or sell any of the above substances will be grounds for disciplinary action, up to and including removal from the Bond program.

- c. Contractor Requirements

Contractor, including its subcontractors of any tier, shall employ a work force free of the influence or possession of illegal drugs or alcohol while on District's property.

- (1) As a condition of employment, employees shall submit to substance abuse screening (**five-panel drug screening**) and breath alcohol testing for:
 - a. Pre-employment
 - b. Post-accident/Incident
 - c. Just-cause
 - d. Random selection
 - e. Return to work

- (2) **The Contractor shall pay for all costs associated with a NIDA-approved laboratory to conduct substance abuse testing and breath alcohol testing.**
- (3) All Contractors and subcontractors are responsible for reporting to the Bond Program Safety Director any incidents in violation of the substance abuse program and the disposition of the violation.

The Owner or its designee shall reserve the right, but not the obligation, to order the Contractor to send a worker home for the day, or to remove a worker from any Bond Program Project, for his/her failure to comply with anti-substance abuse policies, and the Contractor shall promptly comply with all such orders.

d. Definition

Property shall refer to all land owned by the District, to all property thereon; buildings, structures, facilities, platforms, fixtures, tunnels, installations, and to all project vehicles, stationary or mobile equipment, whether owned or leased. This definition may also include other work locations while in the scope and course of employment on the District's Construction Projects.

5.3 OTHER CONTROLLED ITEMS

Dallas ISD prohibits the use, possession, concealment, transportation, promotion or sale of the following controlled items:

- a. Firearms, weapons, and ammunition (except when authorized for security reasons)
- b. Switchblades
- c. Unauthorized explosives including fireworks
- d. Stolen property or contraband

5.4 EMERGENCY PROCEDURES/GUIDELINES

Emergencies may occur during any 24- hour period in the following categories:

- a. Fire
- b. Employee injury
- c. Pedestrian or school children injury due to work activity of any kind
- d. Property damage and damage to various utilities (i.e., electrical, gas, sewage, water, telephone or public roadways)
- e. Public demonstrations
- f. Bomb threats

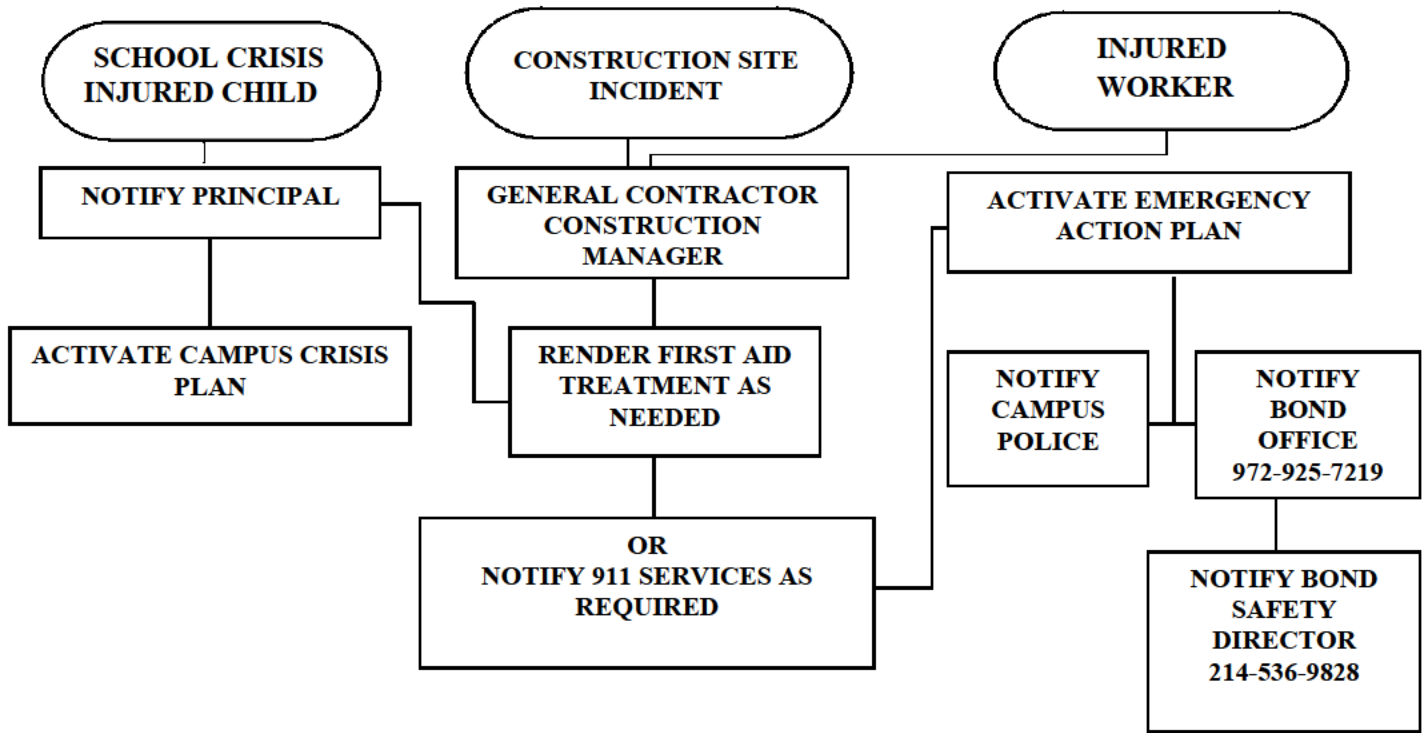
The Contractor's Site Emergency Procedures shall be submitted to the Bond Program Safety Director or designee, made part of the Construction Minimum Safety Program Guidelines as Attachment A and maintained on-site. The following provisions shall be included in the emergency procedures:

- a. The highest ranking supervisor automatically becomes responsible for handling any emergency that occurs during working hours; they may call upon the assistance of any available employee;
- b. Following an emergency, ranking personnel shall:
 - (1) Secure the area as expeditiously as possible;
 - (2) Provide access and an account of the emergency to authorized representatives of the District and specific government agencies. Questions from the media shall be referred to the District.
- c. To ensure prompt emergency services, the Contractor shall:
 - (1) Determine who is responsible for making emergency calls (preferably the highest ranking supervisor present);
 - (2) Conspicuously post a list of emergency phone numbers, along with information to be transmitted.

On a regular basis, the Contractor should review and, when necessary, update the Emergency Procedures for maximum effectiveness. The updated procedures shall be submitted to the Bond Program Safety Director or designee for review.

Should a serious accident or emergency occur, the Contractor should contact the Bond Safety Director immediately, Should an emergency require the presence of an ambulance, the Fire Department or Police, including nights, weekends and holidays, then the Contractor shall call Police at 911 and the Bond Program Safety Director at cell # (214) 536-9828.

Dallas ISD ACCIDENT/INJURY/ SCHOOL CRISIS FLOW CHART



| AFTER HOURS EMERGENCY NUMBERS: | | |
|----------------------------------|-----------------|--------------|
| Executive Director: | Ed Levine | 469-231-3328 |
| Dallas ISD Bond Safety Director: | David Cervantes | 214-536-9828 |
| AECOM Safety: | David Dailey | 214-471-2665 |
| Jacobs Safety: | Joe Flores | 214-797-8857 |
| Parsons Safety | Gene Ford | 972-623-7144 |

5.5 PROTECTING THE GENERAL PUBLIC

Every precaution shall be taken to prevent injury to pedestrians or damage to the property of others. The public shall be considered as any person not employed by the Contractor or subcontractor of any tier. Among the precautions to be taken shall be the following:

- a. Work shall be performed in a public area only when specified by the Contract or the District in writing.
- b. Every step necessary shall be taken to protect and maintain work areas that interface with public sidewalks, building entrances (lobbies, corridors and aisles), stairways and roadways. This protection shall include but not be limited to installing and maintaining the appropriate barricades, fences, guardrails, overhead protection, partitions, signs, shields and adequate visibility. Protection against any additional harmful exposure shall also be provided.
- c. All travel ways, access, emergency exits, and egress points shall be maintained clear of obstructions at all times.
- d. Warning signs are to be conspicuously positioned and a flag person shall be assigned when moving equipment that may encounter pedestrians or private vehicles.
- e. Overhead protection shall be in accordance with the laws of the jurisdiction where the project resides.
- f. Each project work area shall be protected by a fence constructed of wood or metal, and stand at least **six feet (6')** high to prevent incidental public entry. Fences from construction areas should separate all playgrounds. All fencing shall be inspected **daily** and repairs made where necessary to prevent unauthorized access.
- g. Guardrails shall be made of rigid materials and comply with OSHA regulations.
- h. Barricades for the general public or public roadways shall be secured against accidental displacement and in place at all times, except when temporary removal is required. At such times, a trained flag person shall be assigned to control the unprotected area.
- i. Should a permanent sidewalk require obstruction or removal, a temporary alternative pedestrian walkway shall be provided. Guardrails shall be installed on both sides of any temporary walkway that has a fall exposure.
- j. When emergency exits must be re-routed the Contractor shall provide the necessary signs, maps etc. that will show where the nearest emergency exits are located.

5.6 GROUP TOURS AND SITE VISITORS

Normally there are no tours during a construction project. However, it is particularly important that a high degree of protection be afforded all persons on **authorized** tours of construction work-sites. In the event a tour is authorized, the following instructions shall

be complied with, as applicable, by the Contractor and those responsible for arranging such tours:

- a. Tours shall be scheduled prior to the start or after the end of the workday.
- b. In all cases, Program Manager and the Bond Program Safety Director or designee shall be advised of any tour in a timely manner prior to the tour taking place.
- c. Group tours must be cleared through the District, allowing maximum advance notice and in compliance with the District's policies and procedures.
- d. The District will coordinate the tour arrangements.
- e. The Contractor will coordinate the following with the individual or organization requesting the tour:
 - (1) Number of Visitors: Tour groups in non-hazardous areas will be limited to no more than **twenty-five (25) persons** per tour guide.
 - (2) Clothing: Visitors will be required to wear pants or slacks, shirt or blouse, and leather or work shoes. Sneakers, high-heeled shoes, and open toed shoes are prohibited.
 - (3) Minors: Persons under 18 years of age are not permitted on project tours.
 - (4) **Protective Equipment: Hard hats, eye protection, earplugs, and other protective devices will be required, as necessary.**
 - (5) Release and Hold Harmless Agreement: Each visitor shall be required to sign a release and hold harmless agreement prior to the commencement of the tour. A sample Visitor's Release and Hold Harmless Agreement is contained in this Manual as Exhibit 5-1.
 - (6) All visitors shall comply with Contractor safety requirements.
 - (7) All visitors shall be escorted by the job-site superintendent, Bond Program Safety Director or their designated representatives.

Designated escorts shall familiarize their group(s) with the hazards to be encountered on the tour prior to entering the project site.

District representatives, who visit or escort technical and official visitors in hazardous work areas, shall notify the Contractor in advance and shall comply with all established construction safety procedures.

5.7 SAFETY COMMITTEE

Under the direction of the District, a safety committee will be appointed from the selected company safety representatives and management. This committee will meet on a monthly basis for review of any safety issues needing attention as well as for investigation of serious accidents that result in loss of life, injury to several workers or pedestrians, or a major property loss. All employees of any tier shall cooperate when necessary with any safety committee investigation. The committee will submit a report to the District at the conclusion of the investigation.

5.8 WORK AREAS

The Contractor shall provide a safe work area for its employees. The Contractor may seek the District's assistance to resolve complex construction safety problems.

5.9 RECORD KEEPING AND REPORTING

The Contractor shall maintain an OSHA Form while working on the Dallas ISD Bond Program. It is the Contractor's responsibility to obtain this form from all subcontractors of any tier. Contractor and each subcontractor are required by OSHA to maintain their own OSHA Form 300.

5.10 FIRST AID AND MEDICAL TREATMENT

Emergency “911” telephone number shall be used for all accidents requiring the response of Emergency Medical Services, Fire Department or Police.

“First Aid” can be defined as the immediate or temporary care given to a person who is ill or who has been injured. Any person trained in first aid should be able to recognize life (or other physical) threatening conditions and take some effective action to help keep the victim alive and in the best possible condition until professional medical help arrives. CFR-1926.50

For each shift of operation, all Contractors shall have on-site supervisors who are formally trained and current on basic first aid and CPR. These supervisors will be expected to provide emergency medical first aid on their jobs for all employees but in no case will be designated as the “First Responder” for the project.

- a. First aid supplies shall be readily accessible on each project site. The first aid cabinet/kit shall be adequately stocked at all times.
- b. All injuries are to be reported to the immediate supervisor, no matter how minor. Treatment will be administered, and a report made of the injury. The employee’s supervisor is responsible for making arrangement to transport the employee to and from the closest medical clinic/hospital. Under no circumstances shall the employee be allowed to drive him or herself to the medical clinic/hospital.

All seriously injured personnel will be transported by ambulance to the nearest hospital.

- c. All employees shall notify their supervisor prior to leaving the site because of illness or injury. If any employee obtains medical treatment without prior notification of the superintendent, the employee shall notify the superintendent at the start of the next scheduled workday.
- d. Prior to returning to work after treatment by a physician for a work related injury, the employee shall present a return-to-work form from the treating physician. Failure to do so will result in the employee being removed from the site until such time as the employee presents the return-to-work form.

5.11 ACCIDENT INVESTIGATIONS

When an accident or near miss with major potential for a loss occurs, Supervisor of the crew involved shall perform an accident investigation. After determining the cause, and recommendations for corrective action have been determined, a procedure may be implemented to prevent a similar incident from occurring again.

5.12 CONSTRUCTION SAFETY, HEALTH AND TRAINING PROGRAMS

The Contractor shall provide additional training when necessary for all of its employees. The Contractor shall assure that each subcontractor provides additional training when necessary for all of its employees. **This training must be documented.**

5.13 TRAFFIC CONTROL

- a. All Contractors, subcontractors and employees shall comply with local city ordinances when work interfaces with traffic of the general public.
- b. Vehicle and equipment speed limit while traversing school property shall be a maximum of **five (5) miles per hour** during school hours and/or when children are present.
- c. **All materials and equipment deliveries should be coordinated with contractors as to prevent traffic congestion around peak school hours for children being dropped off or picked up from school.**

5.14 JOB HAZARD ANALYSIS

Planning for the safety of personnel and equipment being used shall begin with each phase of construction and continue through project completion. Contractor shall plan the safety procedures to be followed for each phase of construction. A Job Hazard Analysis (JHA) is required when job site supervision and/or Safety Representative determine the construction process, equipment or procedure pose a significant potential for bodily injury and/or property damage. Contractor shall use **Exhibit 5-6 (Job Hazard Analysis Worksheet)** or its approved equivalent. **The Contractor's Safety Representative in conjunction with**

job site Supervisor is directly responsible for the development and implementation of Job Hazard Analysis (JHA).

- a. The Job Hazard Analysis will be written by the Contractors and forwarded to the Bond Program Safety Director or designee for review. JHA's shall be implemented on any task which may cause serious bodily injury or damage to property, equipment e.g., crane lifts of mechanical air units, task which require redirecting of foot and or vehicle traffic, use of swing stage scaffold, use of boom lifts to perform tasks and or any other task which pose a high risk.
- b. Planning meetings must include the Contractor and or subcontractors, their responsible job site supervisors (including the craft supervisor and craft Safety Representative), and any other responsible party who may contribute to the safety of the operation.
- c. Employees involved with the project shall be instructed as to the hazards involved and methods required eliminating those hazards, including emergency action to be taken in the event of an accident. Employees shall be made aware of the procedures to be used and requirements of the JHA.
- d. The JHA serves as an operating procedure and shall be available to personnel performing the work. The Safety Representative will retain a copy of the JHA.

5.15 SANITATION

Contractor is responsible for obtaining and maintaining an adequate number of portable toilets on the project as well as areas for hand washing. The total number and gender of the employees working on the jobsite shall determine the number required. The Contractor shall also provide, or require its subcontractors to provide, potable water, drinking cups and trash receptacles for cups.

5.16 FIRE PREVENTION PROGRAM

ALL DALLAS ISD SCHOOLS ARE SMOKE AND TOBACCO FREE.

The Fire Prevention and Protection Program will be determined for each project by the size and conditions at each project. The project superintendent shall be responsible for the proper implementation and administration of the program giving due consideration to the availability of public Fire Departments and the type of work to be performed on the job. The Fire Prevention and Protection Program for each jobsite area will determine the type and amount of fire-fighting equipment required.

The Contractor's Site Fire Prevention and Protection Program shall be submitted to the Bond Program Safety Director or designee, made part of the Contractor's Construction Minimum Safety Program as Attachment B and maintained on-site. The following provisions shall be included in the emergency procedures:

- a. Ignition sources shall not be permitted in areas where flammable or explosives are stored or may be present and shall be conspicuously posted: "**NO SMOKING, MATCHES OR OPEN FLAMES**". Examples of ignition sources include:
 1. Smoking
 2. Electrical cords that are damaged
 3. Welding, torch cutting, and brazing
 4. Vehicle engines and electric motors
 5. Asphalt kettles
 6. Hot-plates
- b. Fire Extinguishers of the appropriate type (A: B: C) shall be provided, be placed conspicuously and sign posted. Fire extinguishers will be maintained and inspected as required by Federal, State and local regulations.
- c. Fires and open flame devices shall not be left unattended unless protected with automatic temperature control and cut-off devices. Open burning for personal warming or trash disposal is prohibited.
- d. Gasoline and liquids with a flashpoint below 100° Fahrenheit shall not be used for cleaning and degreasing unless the Contractor Safety Representative approves their use and a stringent level of control is imposed during their use.
- e. All temporary heating devices shall comply with all requirements of CFR 1926. 154.
- f. All flammable liquids e.g. gasoline, diesel and mixed gas shall be labeled, stored and dispensed from U.L. approved safety cans. **Plastic fuel containers shall be prohibited on-site.**
- g. All areas of the project shall be kept free of accumulations of wood scraps, paper, and other combustible debris.
- h. Trash dumpsters shall be maintained a minimum of 50 feet away from buildings or other structures.
- i. In areas where torching is being conducted, a trained fire watch will be posted and he/she will have no other duties. The fire watch will remain on location for a minimum of **30 minutes** after torching is completed to ensure that no hot areas are present.

5.17 NEW HIRE ORIENTATION

- a. Prior to start of work, each Contractor employee shall receive a Site Specific Safety Orientation. This orientation shall be conducted by the Contractor's Safety Representative and include project safety requirements, public safety, protection of school children, proper use of personal protective equipment and safe work practices. To verify that the employee has received and understands this indoctrination, the employees must sign a "sign-up sheet", which the Contractor keeps on file. Further, it is the responsibility of the Contractor to ensure that non-English speaking employees receive these same instructions in a language they understand.
- b. Prior to being allowed on any Dallas ISD project, all contractor and subcontractor employees of any tier will be issued an orientation sticker which will be affixed to their Dallas ISD badge indicating completion of a Dallas ISD Safety Orientation. Any replacement for lost stickers shall be requested through the Bond Program Safety Director or designee.**

5.18 HOUSEKEEPING

Housekeeping is a basic requirement to construction safety and should be of primary concern to every superintendent, supervisor and foreman on the project. The maintenance of a safe, clean work area contributes not only to worker safety and the elimination of fire hazards, but also to efficient low cost production.

- a. Collect trash, debris, and refuse daily. All trash and debris shall be placed in proper containers, properly stacked or removed from the jobsite daily.
- b. Keep walking aisles and roadways clear.
- c. All welding leads, electrical cords, and torch hoses shall be strung a minimum of **7 feet high**, or positioned so as not to create a tripping hazard.
- d. Oily rags and any flammable debris shall be placed in closed covered containers at the end of each shift, or otherwise properly disposed of.
- e. Tools and materials shall not be left where they will create a hazard for others.
- f. Spilled liquids should be cleaned up immediately.
- g. Toilets, wash-up facilities, and drinking water dispensers are to be kept clean and sanitary.
- h. Protruding nails shall be bent-down or removed from boards.
- i. Surplus materials should be returned to storage areas.

- j. All cylinders, when not in use, will be secured in an upright position and fuel /non fuel cylinders will be separated by a minimum of 20 feet.

5.19 DUST CONTROL

Each Contractor is responsible for controlling dust that:

- a. Might endanger the health of children, school staff and employees.
- b. Create a nuisance to the general public.

Contractor shall reduce unacceptable dust levels either through engineering controls or other means. In either case, the Contractor must provide maximum protection for those exposed to dust.

5.20 HAZARD COMMUNICATION (HAZ-COM)

The Contractor's Hazard Communication Program shall be submitted to the Bond Program Safety Director or designee, made part of the Construction Minimum Safety Program Guidelines as Attachment C and maintained on-site. The program shall meet OSHA 1926 Requirements and provide for training so that all employees can:

- a. Understand the program and can identify with hazardous chemicals.
- b. Understand product-warning labels.
- c. Know where Safety Data Sheets (SDS) are kept and can interpret them.

Note: Only those copies of SDS for chemicals to be used on project shall be maintained at the jobsite.

5.21 JOBSITE SAFETY INSPECTION AND AUDITS

The Contractor shall ensure that its Safety Representative conducts monthly inspections of the work area (including storage, office and shop facilities) to ensure compliance with the District and OSHA requirements utilizing Exhibit 5-2 or equivalent, Construction Safety Inspection Checklist or its equivalent. Safety deficiencies that are noted during the inspection shall be recorded on the form and those deficient items shall be communicated to his/her project manager/superintendent in a timely manner. The project manager/superintendent shall be responsible for implementing corrective action. The Contractor's Safety Representative will follow up and note the status of each safety deficiency until the deficiency has been abated, but until abatement takes place, each previously noted deficiency should be recorded during each subsequent site inspection.

The Contractor shall assure that crane and wire rope inspections are performed and that daily, monthly, quarterly, and annual logs are maintained. Crane Inspection Record is included as Exhibit 5-3 (equivalent form(s) may be utilized).

Contractor shall immediately notify the District whenever an OSHA compliance officer arrives on the project. Copies of any OSHA citations issued to a Dallas ISD school project shall be immediately forwarded to the Bond Program Safety Director. No contractor shall prohibit the entry of an OSHA compliance officer onto Dallas ISD property.

In addition to performing construction safety inspections, the Contractor's Safety Representative shall cooperate with designated District Representatives who conduct jobsite inspections (i.e., Insurance Carrier Loss Control personnel).

5.22 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All personnel are required to wear certain PPE. Among these are:

- a. **Hard Hats** – All persons working or walking the construction site shall wear an ANZI-Z-89 approved hardhat at all times. Bump caps are prohibited. Any operation that requires the employee to wear face protection does not preclude the use of head protection. The face protection shall be selected so that it can be used in conjunction with the required head protection.

Note: The construction site is defined as any area within the project perimeter fence, excluding offices and office trailers.

- b. **Eye Protection** – Employees shall be required to wear ANZI Z-87 approved eye protection at all times while on construction site. Face protection equipment will be required when operating machines or operations present potential eye and/or face injury from physical, chemical or radiation agents.

Any person working in close proximity to or observing operations requiring additional or specialty eye protection shall be equipped with the same type of eye protection that is required for that particular operation.

- c. **Hearing Protection** – Hearing protection shall be accomplished by reducing the ambient noise level below 90 db by use of engineering controls wherever possible. All employees are required to wear a personal hearing protective device in all areas where the noise level exceeds 90 db. This protection may be in the form of approved earplugs, or an approved muff type hearing protector. (Cotton inserted in the ear canal is not an acceptable form of hearing protection).

- d. Personal Fall Arrest System – personnel working at a height greater than six (6) feet above the lower level, and not protected by standard guardrails or other means shall use an appropriate fall protection system.
- e. The fall protection system selected should provide the employees the best means of protection while allowing the employees as much mobility as possible.
- f. Shoes – All employees and vendors in active work areas shall wear substantial leatherwork shoes or work boots. Tennis shoes, sneakers, or other athletic footwear, flip-flops, heels 1" + or any open toe shoes are not acceptable footwear.
- g. Clothing – All clothing should be in good repair, and not loose fitting or dragging in such a manner so as to pose a hazard from becoming entangled in equipment or machinery. All button shirts will be buttoned or t-shirts with at least 4" sleeves shall be worn at all times while on the jobsite. Tank tops, mesh shirts, sweatpants, shorts nor clothing displaying porn or profanity will be allowed. Long hair will be neatly kept under hardhat as to prevent serious injury caused by entanglement.

All employees shall be required to wear such additional protective clothing or equipment as required by the particular hazards involved with the tasks being performed.

- h. Respiratory Protection – When deemed necessary, employees shall be fitted for and instructed in the proper use of respirators that will afford them the maximum protection for the environmental hazard in which they are working. Because of the extensive use of waterproofing, fireproofing, paints and welding processes, these areas may require constant monitoring. **When respirators are deemed necessary, the Contractor shall have a respiratory program that complies with OSHA regulations. A copy of the Contractor's Respiratory Program shall be submitted to the Bond Program Safety Director or designee, made part of the Construction Minimum Safety Program Guidelines as Attachment D and maintained on-site.**
- i. Jewelry – No dangling jewelry shall be permitted on work sites. Necklaces will be kept inside shirts to prevent possible entanglement in moving equipment and rotating machinery.

5.23 CONFINED SPACE ENTRY (WHEN APPLICABLE)

Contractor shall establish a confined space entry procedure (when applicable) that adheres to OSHA Regulations. A copy of this procedure (when applicable) shall be submitted to the Bond Program Safety Director or designee, made part of the Contractor's Construction Project Safety Manual as Attachment E and maintained on-site.

All personnel connected with confined space operations will be adequately trained and confirmation of this training shall be documented. Confined Space Entry Permits shall be used where necessary.

Air monitors, rescue tripods, full body harnesses, ventilation equipment, etc. shall be available and used.

5.24 EXCAVATIONS

- a. **Before any excavation is started, the safety representative or supervisor will contact 1-800-DIG-TESS (1-800-344-8377) for confirmation number. Ground penetrating radar (GPR), review of existing plans, and any other reasonable efforts shall be made to determine if any underground utilities (i.e.: power lines, water lines, fuel lines, etc.) are present within the boundaries of the proposed work area.** As the excavation work approaches the location of any known utilities, the lines shall be uncovered, using extreme caution not to disturb the lines, and adequate measures shall be taken to protect the lines from damage while the work progresses.
- b. All excavation shall be inspected daily by a competent person, or after heavy rain, or other change that may have caused a change in ground stability conditions. Any excavation greater than 20 feet shall be designed by an engineer and a copy forwarded to the Bond Program Safety Director for review.
- c. If the Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, it shall comply with the applicable OSHA Regulations. Contractor shall train, or require to be trained, those employees who will work in and around the excavation about the hazards, as required by OSHA, in the areas of daily inspections, soils testing, soils classifications and protective or support systems.
- d. **All utilities known but not identified shall be exposed by hand.**

5.25 ELECTRICAL WORK

- a. All electrical work for and during the construction of this project shall be provided and performed in accordance with the National Electric Code (NEC) and OSHA.
- b. All 120 volt single-phase 15 and 20 ampere receptacle outlets on construction sites, which are **not** a part of the permanent wiring of the building or structure and which are in use by employees, shall have approved **ground fault circuit interrupters (GFCI)** for personal protection. Receptacles on a two-wire single-phase portable or vehicle-mounted generator rated not more than 5 kw, when the circuit conductors are insulated from the generator frame and all other grounded surfaces, need not be protected with ground fault circuit interrupters.

- c. Employees shall be instructed to visually inspect each cord set, plug and receptacle of cord sets, temporary lighting and all equipment connected by cord and plug before each day's use for external defects, such as deformed or missing pins or insulation damage and for indication of internal damage. When there is evidence of damage, the damaged item shall be taken out of service, tagged until tested and required repairs made or item replaced.

5.26 FALL PROTECTION

Contractors are responsible for meeting or exceeding the fall protection requirements as stated in the Construction Minimum Safety Program Guidelines Manual. **All personnel regardless of craft working at a height greater than six (6) feet above the lower level, and not protected by standard guardrails or other means shall use an appropriate means of fall protection.** The fall protection system selected should provide the employees the best means of protection while allowing the employees as much mobility as possible.

Contractors are required to evaluate **all** fall exposure conditions or tasks and where conventional fall protection methods are not feasible must develop a **Comprehensive Fall Protection Program**, which outlines what methods, procedures and/or devices will be used in its program. This program will suffice for a JHA. This evaluation and program must be in writing and must be submitted to the Bond Program Safety Director or designee and project manager/superintendent. Acceptance by the project manager/superintendent is required **prior** to employee exposure. Contractor or any subcontractor failing to prepare this evaluation and program will be considered to be in non-compliance and the project manager/superintendent will take appropriate action. The Bond Program Safety Director or designee may assist the Contractor in the development of a Comprehensive Fall protection Program, evaluation and training program.

Contractor is responsible for implementing the requirements to achieve fall protection in accordance with all Federal, State, local rules, regulations and this Manual and shall assure that each Subcontractor meets the requirements.

- a. All employees working where there is a danger of falling shall use approved fall protection equipment or devices. Fall protection is required, including but not limited to the following conditions:
 - (1) Formwork and reinforcing steel. Personal Fall Arrest Systems, safety net systems, or positioning device systems shall protect all employees working on the face of formwork or reinforcing steel from falling 6 feet or more to lower levels. This requires continuous fall protection unless documented OSHA variance or other documentation has been obtained.
 - (2) When working from articulating man lifts and boom lifts.

- (3) When working on a ladder higher than 6 feet from a solid surface, if the employee's torso extends past the guard rails or if a vertical ladder extended a total of 20' or greater.
 - (4) When working on a platform or other support not equipped with adequate guardrail, which is higher than 6 feet from a work surface.
 - (5) When working from a crane-suspended work platform (prohibited, unless approved by Contractor's project manager), a body harness is mandatory.
 - (6) When an employee may have to be lowered into or raised from a confined space, a body harness is mandatory.
 - (7) When working adjacent to an unguarded floor opening or sloped roof, a lifeline system is desirable for mobility.
 - (8) When working adjacent to a deep excavation, pit or trench.
- b. Employees will be instructed on the proper wearing and use of personal Fall Protection Arresting Device Systems and documentation kept on file with safety representative.
 - c. A static lifeline is a horizontal line attached between at least two fixed anchorages, independent of the work surface, to which a lanyard is secured. A lifeline must be constructed of wire rope (cable), at least 1/2 inch in diameter. It must be capable of supporting a dead weight of 5,000 lbs. at its center for each person utilizing the lifeline.
 - d. A lanyard is a maximum 6-foot-long piece of flexible line rated for 5,000 pounds used to secure the wearer of an approved safety harness to a lifeline or fixed anchorage. Shock absorbing lanyards are recommended. **Note: Body force limits must be considered when selecting lanyards.**
 - e. A major problem with lanyard snap hooks is the possibility of "Rollout" or unlatching during shock or static loading by a twisting action. Locking snap lanyard hooks or similar design hooks, such as carabineer type snap hooks with automatic twist lock arm or other locking device, are required on all safety lanyards, including those used as part of a Positioning Device System in reinforcing steel placement. Regular maintenance checks are required. **Only hooks with locking snaps that operate in as-new condition will be used.** Continued worker education is necessary. Users should not rely on the sound of a snap closing; they should check the connection visually.
 - f. Wire rope must not be used for lanyards, unless a shock-absorbing device, such as a "Dyna-Brake", is used in the system. Without such a device, the rigidity of the cable greatly increases the effect of the impact load in the event of a fall.

- g. Knots shall not be made in rope lanyards, as strength is greatly reduced by knots.
- h. Connecting two snap hooks together as the possibility of a “roll-out” exists shall not lengthen lanyards.
- i. Supervisors shall ensure that employees perform equipment inspections before each use. Harnesses and lanyards that have been subjected to impact loading shall be removed from service by the responsible Contractor and be destroyed to eliminate the possibility of using them at a later date.
- j. To maintain their service life, all harnesses and lanyards shall be inspected frequently by the Contractor and/or subcontractor (Competent Person). Regular inspection for wear, damage or corrosion shall be a daily requirement and the Personal Protective Equipment (PPE) shall be discarded by the Contractor if excessive wear is determined.
- k. Safety nets may be used as another form of protection from fall injuries.
 - (1) Safety nets will be used whenever the use of safety harnesses and lifelines is impractical or unfeasible and protection from falls is required.
 - (2) Where safety nets are used, extra care must be taken to arrange the nets so sufficient clearance exists to prevent the nets from contacting the ground or other surfaces below or the sides when the nets catch the anticipated impact load.
 - (3) When two or more nets are joined to form a larger net, they should be laced or otherwise secured so they perform properly. For all nets, perimeter suspension should be designed and installed in such a manner that the suspension points are either level or slope toward the building or structure, so a rebounding load will not be directed out of the netting. Perimeter nets should not be more than 25 feet below the working level.
 - (4) Daily inspections of nets are required and shall be performed by subcontractor's foreman. Inspections shall be made prior to and after installation, after any alterations and after impact loading.
- l. The Fall Protection Program shall detail in writing when fall protection is required and exactly how this protection is to be provided. Sketches may be used to assist in the fall protection definition. This written program is required for Contractor or any Subcontractor exposing workers to falls 6 feet or greater. The written Fall Protection Program must be submitted, reviewed and accepted by the project manager/superintendent prior to the start of work and/or employee exposure.

- m. The employer shall prepare a written training program to ensure that each employee who **might** be exposed to fall hazards is **knowledgeable of the Fall Protection Program** requirements. The program shall enable each employee the ability to recognize the hazards of falling and shall train each employee in the procedures to be followed, in order to eliminate or minimize these hazards. Training must be documented and records kept at the jobsite.

The employer shall assure that a Competent Person qualified in the following areas has trained each employee, as necessary:

- (1) Complete understanding of all Federal, State and Local Fall Protection Regulations.
- (2) The nature of fall hazards in the work area.
- (3) The correct procedures for erecting, maintaining, disassembling and inspecting the fall protection systems.
- (4) The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones and other protection to be used.
- (5) The role of each employee in the safety monitoring system when this system is used.
- (6) The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs.
- (7) The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.

5.27 ENVIRONMENTAL TESTING AND EQUIPMENT

Where necessary, Contractor shall provide, and the Contractor's Safety Representatives shall be trained and capable of, properly operating industrial hygiene equipment to perform the following tests as necessary:

- a. Combustible gas
- b. Noise
- c. Oxygen deficiency
- d. Toxic gas concentrations (CO, CO₂ and NO + NO₂)
- e. Lighting

Tests shall be performed as often as necessary to afford protection to employees and the general public.

No Contractor shall omit or discharge any substance into the environment in violation of the Environment Protection Agency (EPA), OSHA or other regulatory agencies. Where necessary, the Contractor's Safety Representative shall be responsible for all environmental monitoring and testing. Where an accidental discharge occurs, the following steps shall be implemented:

- a. Immediately take steps to minimize the discharge and resultant environmental impact.
- b. Contact: Project Manager/Superintendent
Bond Program Safety Director
The District
EPA

5.28 FLOOR AND WALL OPENINGS

General:

- a. All floor holes and openings into which persons can accidentally walk or fall through shall be guarded by a physical barrier or cover, secured and labeled, "**Floor Opening - Do not Remove**", or protected by a standard guardrail.
- b. When it is necessary to work inside the barricade around a floor opening, or building edge, workers must wear and use a Personal Fall Arrest System, which must be tied off.
- c. Wall openings, from which there is a drop of more than 6 feet, and where the bottom of the opening is less than 39 inches above the working surface, must be guarded with a top rail, mid-rail and toe board.
- d. A standard guardrail system or perimeter cable must guard every open-sided floor or platform 6 feet or more above the adjacent floor or ground level.
- e. A safety railing of 1/4-inch wire rope, or equal, must be installed approximately 42 inches high, around the periphery of a temporary planked or metal deck floor during the course of structural steel erection. When the safety "wire rope" is 12 inches or less in horizontal distance from the edge of the floor a second "mid-rope" is needed. The wire rope should be securely fastened, yet allow for temporary removal in order to land materials. This wire rope must be flagged every 6'.
- f. Every flight of stairs having 4 or more risers must have its sides protected by a standard guardrail system. On temporary stairways, for every 12 feet of vertical riser, there must be a landing platform. Stairs must be at least 24 inches wide and equipped with treads and handrails. Temporary stairs must have a 30-inch wide landing for every 12 feet of vertical rise. Stairs must be properly illuminated (5 footcandles). Stairways, ramps or ladders shall be provided at all points where a break in elevation of 19 inches or more occurs in a frequently traveled passageway, entry or exit.

- g. Where permanent stairways are not installed concurrently with the construction of each floor, a temporary stairway shall be provided to the work level. Joints shall be locked together by lock pins, bolts or equivalent fastenings.

Guardrails:

- a. Top rails and mid-rails protecting all work areas 4 feet or more in height shall be smooth-surfaced throughout their length and have a vertical height of 42 inches. Mid-rails shall be half way between the top rails and the floor, platform, runway or ramp. Synthetic or natural fiber ropes shall not be used as top-rails or mid-rails. Wire rope, when used as top-rails or mid-rails, must support a 200 pound weight, have no more than 4 inches deflection with support posts positioned not more than 8 feet apart.
- b. Wood top railing shall be at least 2 x 4 inch stock or equivalent. Wood railing posts shall be of at least 2 x 4 inch lumber spaced not to exceed 8 feet. Mid-rails shall be at least 1 x 6 inch stock or equivalent. Toe boards shall be 1 x 4 inch lumber or equivalent and securely fastened.
- c. When materials are piled to such a height that a standard toe board does not provide protection, paneling or screening from the floor to top-rail or mid-rails shall be provided.
- d. Handrails shall be of construction similar to a standard guardrail. All handrails and railings shall be provided with a clearance of approximately 3 inches between the handrail or railing and any other object. Handrails shall be not more than 37 inches or less than 30 inches from upper surface of handrail to surface of tread. Also, the handrail must be in line with face of riser or to surface of ramp.
- e. Personal fall protection devices independently attached or attended shall be used when performing work on unguarded locations at elevations greater than 6 feet. Lifelines shall be secured above the point of operation to an anchorage or structural member capable of supporting a minimum dead weight of 5,400 pounds per person.
- f. Guardrails shall be inspected daily and repaired immediately, as needed.

5.29 WELDING AND CUTTING

In addition to strictly following the provisions of OSHA and NFPA, each Contractor shall also provide its employees with:

- a. Indoctrination in the safe handling, storage and use of compressed gas cylinders.
- b. Shielding or welding curtains to be placed around established work areas to protect other workers from flash and sparks.

- c. Proper personal protective equipment, as well as instructions in its proper use when performing welding and cutting operations.
- d. Ventilation to adequately remove harmful fumes and gasses.
- e. Acetylene cylinders valve key must be kept with the cylinder at all times. Use regulators for fuel gas and oxygen cylinders that are in good working order and have flashback flame arrestors securely attached so that they prevent ignition of gas sources upstream from the torch. Ensure that valve keys are kept in position while in use.
- f. A properly rated, dry chemical fire extinguisher shall be in the immediate vicinity of each hot work operation.
- g. Instruction to use fuel gas and O2 cylinders only in a secured and upright (vertical) position.
- h. A fire watch must be present during all hot work operations and remain at work area 30 minutes after work is completed. All fire watch personnel must be trained in fire extinguisher safety.

5.30 COMPRESSED GAS CYLINDERS STORAGE

Contractor shall store oxygen cylinders separate from fuel gas cylinders. This separation shall be either a minimum distance of 20 feet or created by a fire resistive wall/partition with a one- half hour fire rating and a minimum of five feet (5') in height.

- a. Valves of the empty cylinders shall be in the closed position.
- b. Cylinders shall not be moved by tilting and rolling them on their bottom edges.**
- c. When not in use, cylinders shall have their protective caps in place and be hand tightened.
- d. Store gas cylinders in the upright position, **especially acetylene**. Acetylene is dissolved in acetone in an acetylene cylinder. When an acetylene cylinder is stored on its side, the acetylene may separate from the acetone, become unstable, and cause an internal explosion.

5.31 SCAFFOLD AND LADDER SAFETY

Scaffold Safety:

The erection, alteration or moving, of scaffolds or work platforms must be performed under the direction of a "competent person" to conform to established standards for initial use.

Scaffolds must be provided for work which cannot be done safely while standing on solid construction at least 20 inches wide, or from ladders.

Guardrails, mid-rails and toe-boards must be installed on all open sides of scaffolds. This guardrail system should be constructed from components furnished by the manufacturer. Where this is not possible, sound 2 x 4 inch lumber must be used for the guardrails and mid-rails, 1 x 4 inch lumber for the toe-boards. Guardrails shall be 42" high above the floor or platform. Railing is required for all scaffolds greater than 10 feet in height. All employees working on scaffolds 6 ft. or higher shall have some means of fall protection.

- a. Scaffold planks must be at least 2 x 10 inch full-thickness lumber, structural grade, or equivalent.
- b. Where uplift may occur, scaffold planks must be cleated or secured and must extend over the end supports by at least 6 inches but not by more than 12 inches.
- c. All scaffolds must be fully planked and constructed to support the load they are designed to carry.
- d. A competent person must visually inspect all scaffold members before each use. Damaged scaffold members must be removed from service immediately.
- e. Access ladders must be provided for each scaffold in accordance with OSHA 1926.450. Climbing off and on the end frames is prohibited unless their design incorporates an approved ladder.
- f. Adequate mudsills and/or base plates or other rigid footing, capable of withstanding the maximum intended load, must be provided.
- g. Scaffolds must be tied off to the building or structure at intervals in accordance with OSHA 1926.450.
- h. Scaffolds should not be overloaded. Materials should be brought up as needed. Excess materials and scrap should be removed from the scaffold when work is completed.
- i. Barrels, boxes, kegs, horses, ladders, loose tile blocks, loose piles of bricks, a frame or other unstable objects shall not be used as work platforms mounted on top of other work platforms improperly or offset.

- j. Where persons are required to work or pass under a scaffold, a screen of 18 gauges, 1/2-inch wire mesh or equivalent protection is required between the toeboards and the guardrail.
- k. Overhead protection is required if employees working on scaffolds are exposed to overhead hazards. Such protection must be 2 x 10 inch planks or the equivalent.
- l. Unauthorized personnel must not alter scaffolds or work platforms.

Ladder Safety:

- a. Manufactured ladders must be rated (1A) for industrial or heavy work.
- b. Ladders can be used for access to working surfaces above and below ground level on short-duration jobs prior to the installation of a permanent means of access. However they must be built to ANSI standards.
- c. Rungs must be spaced 12 inches apart vertically. Stepladders must not exceed 20 feet in length. Extension ladders shall not exceed 44 feet in length. Overlapping section should not be less than 10 percent (10%) of the working length.
- d. Ladders constructed on the job must safely support the intended load, and:
 - (1) Rungs must be made from clean, straight-grained lumber.
 - (2) Cleats shall be uniformly spaced, 12 inches toe-to-toe.
 - (3) Cleats must be nailed at each end with 3 ten-penny nails or equivalent.
 - (4) Cleats must be blocked or notched into the side rails.
 - (5) Width of single cleat ladders shall be 15 to 20 inches.
 - (6) Rails must be made from select Douglas fir without knots (or equivalent).
 - (7) Rail splicing is permitted only if there is no loss of strength.
- e. Single cleat ladders must not exceed 30 feet in length. Double cleat ladders are required for two-way traffic or when used by 25 or more employees. Double cleat ladder maximum length is 24 feet.
- f. **All employees will maintain three points of contact with ladder while climbing and descending and always face the ladder. Hands should be free of tools and materials.**

5.32 WORK PERFORMED NEAR EXISTING DISTRICT RIGHT-OF-WAY

For any construction equipment (such as cranes, concrete pump trucks, and back hoes) that could encroach on the District's operating right-of-way, the Contractor shall submit and obtain approval from the District for a plan describing the use of such equipment, and the necessary precautions to be taken to preclude any accidental encroachment on the right-of-way.

5.33 CRANES AND CRANE SAFETY

The following crane safety requirements have been established for the Contractor. The Contractor shall ensure that its subcontractors meet the requirements.

- a. Contractor shall submit, to the Bond Program Safety Director, a copy of the crane certification and documentation of the most recent annual inspection prior to crane use.
- b. All defects noted during that inspection must have been corrected.
- c. All cranes shall receive regular, thorough and periodic inspections, in accordance with the manufacturer's recommendations or applicable governing standards.
- d. All rigging equipment (i.e., slings, softeners, bridles, blocking cables) shall be inspected prior to use and documented monthly.
- e. All rigging shall be kept in good condition, properly identified as to capacity and properly stored when not in use.
- f. **Booms and/or suspended loads shall not be allowed to pass over playground or other school property when students and/or staff are present in these areas.**
- g. Safety hooks shall be used on all operations where loads are being handled.
- h. **All** suspended loads shall be controlled by tag lines of sufficient length to control the load.
- i. All signal persons shall:
 - (1) Receive proper signaling training.
 - (2) Never allow a suspended load to pass over or come within ten feet (10') of power lines.
 - (3) Never allow a suspended load to pass over, nor any individual to pass under, a suspended load.
 - (4) Be in constant eye, hand or radio communication with the crane operator.
 - (5) Make daily general inspections of the crane prior to use and maintain a log of these inspections. The Operator, Oiler or other qualified person may conduct the daily inspection.

- j. The crane operators shall be thoroughly trained and shall have related experience, in addition to being familiar with safe crane practices. Also, the crane operators shall have a complete understanding of all manuals, including maintenance and operating instructions provided for the specific crane in use. Operators shall have no physical, visual or mental reactions or impairments that will affect the safe operations of the assigned crane.
- k. For all Dallas ISD property that lies within Airport Control Zone (within 5 miles of an airport) the contractor will ensure that the crane boom's lighting, flagging, raising and lowering comply with FFA rules. All booms shall be boom down below 175 above ground level (AGL) during the hours of sunset to sunrise to provide clearance for air traffic. However, if this is not possible and temporary construction cranes are left up during this time period or utilized in support of construction activities, then all cranes shall have lighting in accordance with FFA Advisory Circulation 70/7460-1, "Obstruction Marking and Lighting".

5.34 USE OF MAN CAGES AND SUSPENDED WORK PLATFORMS

Contractor shall not use a crane to lift/lower and/or suspend personnel in man cages or work platforms. Any exception to this rule must be cleared through the Contractor's project manager or superintendent.

5.35 EARTH MOVING EQUIPMENT AND TRUCKS

- a. All earth moving equipment shall be maintained in safe working condition and will be appropriate and adequate for the intended use.
- b. Only authorized personnel shall operate equipment. Operators of equipment, machinery or vehicles shall be qualified and properly licensed for the operation involved.
- c. Equipment maintenance is to be performed only by qualified mechanics.
- d. Equipment operators and truck drivers will make a pre-shift walk around safety inspection of their equipment, and any conditions that affect safe operation will be corrected before further use.
- e. Equipment shall not be operated unless all required safety devices are in place and functioning properly.
- f. Careless, reckless or otherwise unsafe operation or use of equipment shall result in discipline and may constitute grounds for dismissal.
- g. Before performing any service or repair work, all equipment shall be stopped and positively secured against movement or operation, locked and tagged out of service, unless it is designed to be serviced while running, following the manufacturer's instructions.

- h. When equipment is serviced or repaired, the operator shall dismount until the service or repair is completed and then performs a complete walk-around safety check before remounting.
- i. All bi-directional earth moving equipment and motor vehicles with an obstructed view to the rear shall be equipped with a warning horn and an automatic back-up (reverse) alarm that can be heard above and distinguished from the surrounding noise level.
- j. All off-highway earth moving equipment and trucks such as loaders, dozers, scrapers, motor graders, rock trucks, tractors, rollers and compactors will be equipped with roll-over protective structures (ROPS) and seat belts, per OSHA standards.
- k. Seat safety belts shall be installed on and used by the operators of equipment provided with ROPS.
- l. Mobile equipment shall not be left unattended unless parked securely to prevent movement, with all ground engaging tools lowered to the ground, brakes set and the engine off.
- m. Equipment parked at night will be lighted, barricaded or otherwise clearly marked where exposed to traffic.
- n. Personnel will not be transported or ride on equipment or vehicles that are not equipped with seats for passengers.
- o. When fueling equipment or vehicles with gasoline or liquefied petroleum gas (LPG) the engine shall be shut down.
- p. All equipment and vehicles shall be equipped with appropriate fire extinguishers or fire suppression system.
- q. Haul roads shall be designed, constructed and maintained for safe operation consistent with the type of haulage equipment in use. Standard traffic control signs shall be used where necessary.
- r. Elevated roadways shall have axle high beams or guards maintained on their outer banks.
- s. Equipment, tools and materials hauled on pickups and flatbed trucks shall be secured to prevent them from falling onto the road.
- t. Equipment, pickups and passenger vehicles not necessary for performing the work should be parked well away from the work area to reduce congestion and avoid collisions.

- u. Vehicle and equipment speed limit while traversing school property shall be a maximum of five (5) miles per hour during school hours and/or when children are present.

5.36 ELECTRICAL POWER LINES

- a. Any electrical power line shall be considered to be energized until the person owning such line or operating official of the electrical utility supplying the line assure that it is **not energized** and it has been **visibly grounded**.
- b. Operations adjacent to power lines are prohibited unless at least one of the following conditions is satisfied:
 - (1) Power has been shut off and positive means taken to prevent the lines from being energized. (Lock out/Tag out).
 - (2) Equipment, or any part, should not have the capability of coming within the minimum clearance of energized overhead lines as specified in OSHA Regulations, the equipment has been positioned and blocked to ensure no part, including cables, can come within the minimum clearances. A notice of the minimum required clearance must be posted at the operator's position.

5.37 LOCATING UTILITIES

Prior to any underground work being performed, all utilities within the area of work shall be located. Safety representative will insure that 1-800-DIG-TESS has been notified and that a confirmation number has been issued prior to any excavation.

- a. The Contractor shall coordinate with the Program Manager Network or the Architect to have all utilities within the area of work located.
- b. The contract specifications and drawings shall be reviewed by the Contractor for notations of utility companies that may not be a member of an underground service alert group. Those not members of an underground service alert group must be contacted directly.
- c. All calls to the utility companies shall be logged and retained by the Contractor.
- d. The Contractor shall visually check the area for signs indicating the possibility of recent underground relocation work by an outside entity.
- e. The Contractor shall contact the District, Bond Program Safety Director and all potentially affected parties at least forty-eight (48) hours in advance to alert them to the upcoming underground work.

- f. The Contractor shall take all necessary steps to protect the utilities from damage.

5.38 DEMOLITION & SITE CLEARANCE (OSHA SUBPART T)

All demolition shall be subject to OSHA, Federal, State and local regulations.

- a. Prior to commencement of work, a competent person must conduct an engineering survey. This written survey will be considered the basis for an operational work plan.
- b. All structures needing support will be braced.
- c. All utilities including gas, water, electricity, etc. will be shut down. All pipe work will be purged of any hazardous, flammable, explosive material, etc.
- d. Licensed contractors will remove all asbestos, lead, and PCBs.
- e. All holes will be covered and adequately secured using materials which have sufficient strength.
- f. Guardrails and barricades will be installed as required.
- g. Warning signs will be posted as necessary.
- h. All debris chutes will be manufactured of appropriate materials and shall be adequately guarded and/or protected.

5.39 STEEL ERECTION (OSHA SUBPART R)

All steel erection will adhere to current OSHA, Federal, State and local regulations.

Site Layout and Construction Sequence

- Requires certification of proper curing of concrete in footings, piers, etc. for steel columns.
- Requires controlling contractor to provide erector with a safe site layout including pre-planning routes for hoisting loads.

Site-Specific Erection Plan

- Requires pre-planning of key erection elements, including coordination with controlling contractor before erection begins, in certain circumstances.

Hoisting and Rigging

- Provides additional crane safety for steel erection.
- Minimizes employee exposure to overhead loads through pre-planning and work practice requirements.
- Prescribes proper procedure for multiple lifts (Christmas-treeing).

Structural Steel Assembly

- Provides safer walking/working surfaces by eliminating tripping hazards and minimizes slips through new slip resistance requirements.
- Provides specific work practices regarding safely landing deck bundles and promoting the prompt protection from fall hazards in interior openings.

Column Anchorage

- Requires 4 anchor bolts per column along with other column stability requirements.
- Requires procedures for adequacy of anchor bolts that have been modified in the field.

Beams and Columns

- Eliminates extremely dangerous collapse hazards associated with making double connections at columns.

Open Web Steel Joists

- Requirements minimizing collapse of lightweight steel joists by addressing need for erection bridging and method of attachment.
- Requirements for bridging terminus anchors with illustrations and drawings in a non-mandatory appendix.
- New requirements to minimize collapse in placing loads on steel joists.

Systems-Engineered Metal Buildings

- Requirements to minimize collapse in the erection of these specialized structures.

Falling Object Protection

- Performance provisions that address hazards of falling objects in steel erection.

Fall Protection

- Controlled decking zone (CDZ) provisions to prevent decking fatalities.
- Deckers in a CDZ and connectors must be protected at heights greater than 6 feet.
- Connectors must wear fall arrest or restraint equipment and be able to be tied off or be provided another means of fall protection.
- Requires fall protection for all engaged in steel erection at heights greater than 6 feet.

Training

- Requires qualified person to train exposed workers in fall protection.
- Requires qualified person to train exposed workers engaged in special, high risk activities.

5.40 ROOFING

All roofing activities will adhere to all OSHA, Federal, State and local regulations.

- a. Heating devices or melting kettles should be placed on a level, firm foundation and protected against traffic, accidental tipping, or similar hazards.
- b. Work areas where melting kettles are in use will be flagged or barricaded off at a minimum distance of 25 feet from work area.
- c. Enclosed areas in which hot substances are being heated or applied should be properly ventilated.
- d. Before firing a kettle (following the manufacturer's instructions), employees must check hoses, gauges, fuel tanks, bumpers, and other equipment for defects and make sure the lid fits tightly. Burners should not be ignited near fuel or flammable materials. **All kettles shall be equipped with after-burner devices.**
- e. Hot kettles should never be left unattended, even during lunch periods. The kettle covers should be readily available and fit tightly. All kettle workers should know how to put out a kettle fire.
- f. A non-combustible surface must be available on which to put a burner when removed from the kettle.
- g. The burners and engine must be shut down before refueling and the burners allowed cooling.
- h. Other workers who may be working on the roof should keep clear of the kettle workers and their equipment.
- i. A fire extinguisher rated not less than 20-ABC should be provided for each kettle and tanker operation, each open flame torching operation, and each work crew using mechanical equipment, power tools, hot bitumen, or flammable liquids. Travel distance from the kettle work area to the nearest fire extinguisher should be no more than 25 feet and placed in a convenient location that can be easily seen and accessible.
- j. From any point on a roof, an approved fire extinguisher should be easily accessible within 75 ft. One extinguisher should be available for every 3,000 ft.
- k. Employees must know the proper way to pick up a bucket and not jerk or kick a bucket that is stuck to a roof.

- l. Employees should use dry buckets, draw bitumen slowly, and not overfill buckets, as well as avoid splashing.
- m. Hoisting equipment should be used to raise bitumen to the roof. Hot bitumen should never be carried up ladders. The hoisting equipment must be strong enough to hoist the load and be properly secured.
- n. No combustible materials, including insulation and bitumen, should be stored near the kettle.
- o. Kettles should not be placed directly on combustible roofs. When it is necessary to place a kettle on such roofs, noncombustible surfaces should be placed under the kettle.
- p. At the conclusion of work, roofing mops should be “fanned out” onto a noncombustible surface to minimize the chance of spontaneous ignition.

SECTION 6

CONSTRUCTION SAFETY FOR SCHOOL CHILDREN (Safety of Children While School is Under Construction)

6.1 INTRODUCTION

The aim of Program Managers, Contractors and Subcontractors of any tier is to carry out their work activities in a safe and efficient manner to complete each project in a timely manner. The safety of the children is of the utmost importance, and every effort must be made to see to it that in those projects that are concurrent with school activities, each job done be evaluated for child safety. Our children are totally dependent on us to create a safe place for them to learn, study and play. Any work related or work generated condition deemed to be unsafe must be corrected immediately because children do not see the world as we do. Children are often attracted by what is new and alien to them and will try to gain access to what may seem to be great places to play and have fun. Therefore, it is the responsibility of everyone to control the potentially dangerous areas that exist on any construction project. All, regardless of the trades involved, must make this effort. In other words, the responsibilities of each person working in occupied areas become that much larger or expanded due to child safety conditions. Remember, it is for the children that construction is underway.

- a. Construction work areas shall be kept segregated from school operations, staff and students at all times. Separation may include, but is not limited to fencing and bulkheads.
- b. Protect work areas with cones, barriers or other construction employees if necessary to leave a work area momentarily.
- c. Maintain doors or gates closed/secured when these open directly into occupied areas. Use a security service if necessary.
- d. Maintain appropriate warning signage.
- e. Never leave tools and equipment unattended.
- f. Never leave unattended piles of debris or materials in areas occupied by children/teachers. Remove piles before end of workday. Do not leave overnight.
- g. **Never** leave **compressed gas cylinders** unattended or overnight in occupied areas. Always secure these units in upright position with caps on.

- h. If a situation arises that is not covered by the Contractor's Safety Manual or the Construction Minimum Safety Program Guidelines Manual, please call or discuss it with your project manager.
- i. Maintain good housekeeping at all times. Do not leave scraps of material on floors in occupied areas. Pile up on the side or away from corridors and remove before end of day.
- j. Nails and screws shall not be left protruding from lumber or other materials. All nails and screws shall be removed or bent over.
- k. Never leave exposed electrical box panels, even during breaks. Cover exposed boxes physically with the panel cover, and protect area with barricades if necessary.
- l. Tour all work areas regularly, especially if the type of work being done is deemed to create problems and exposures to accidents. Make sure that unsafe conditions are corrected immediately.
- m. Dust/Noise Control: These should be controlled properly to allow the school to maintain its teaching schedules without interruptions. Respond to complaints and immediately establish control measures.
- n. The requirements of NFPA 101, Life Safety Code for Occupied School must be maintained during construction. Separate atmospheres must be maintained between the school areas in full occupancy and the areas under construction. Construction activities must not interfere or interrupt the normal teaching schedules. Means of egress for the school occupancy must be maintained free of obstructions, clean and lighted. While this may be a function of the school custodian, no construction related operations must be allowed to cause an impairment of the normal means of egress. In addition, existing smoke detection, communication and alarm systems must be maintained during construction.
- o. Coordinate the delivery of heavy equipment, tools and materials around peak hours of school traffic, i.e. morning drop off of children and afternoon pick-ups.
- p. Neither the entrance nor exit from school shall be blocked until school officials have been notified and re-routing has been established.

SECTION 7

ACCIDENT REPORTING

7.1 RESPONSIBILITIES

Contractor is responsible for investigating and reporting all accidents pertaining to all work performed under contract. All job related accidents shall be properly investigated, irrespective of what or who is involved. Data regarding each accident shall be compiled in an Accident Investigation Report and completed in a timely manner. The form should provide verification of related facts and recommendations, noting specific abatement actions to preclude the occurrence of similar accidents/incidents.

7.2 ACCIDENT REPORTING

- a. Subsequent to each incident, involving alleged injury to students, school staff, or members of the public, or release of pollution, or where equipment or property damage occurs, the Contractor shall:
 - (1) File a report using Exhibit 6-1 or company accident report forms for each incident.
 - (2) Use information obtained following an investigation and direct discussion from persons involved or responsible.
 - (3) Retain the original and forward copies of the report to the Bond Program Safety Director.

- b. Regarding alleged damage to private property, the following procedures are to be followed:
 - (1) Contractor shall review the file copy of the pre-construction survey that was performed prior to commencement of any construction.
 - (2) The Contractor's Safety Representative, accompanied by the Bond Program Safety Director or designee, shall perform an inspection immediately following the property owner's complaint.
 - (3) When conversing with the private property owner, record only the facts and avoid expressing opinions. Always note any remarks made by the property owner.
 - (4) Cooperate with Dallas ISD in an effort to resolve the claim expeditiously, and provide updates to Dallas ISD when requested.

7.3 FEDERAL OSHA FORMS

OSHA Regulations describe the record keeping, posting and the permit/registration requirements. These documents and forms can be obtained from:

U. S. DEPARTMENT OF LABOR
OSHA
(214) 320-2400

SECTION 8

CONSTRUCTION SAFETY MEETINGS

8.1 SAFETY MEETINGS ("TOOL BOX MEETINGS")

Contractor and all Subcontractors are required to hold a minimum of one, 15 minute safety meeting per week. There will be no exceptions and all crafts and employees shall be required to attend these meetings.

8.2 SAFETY COMMITTEE MONTHLY MEETING

A Project Safety Committee monthly meeting consisting of Contractor's project manager/superintendent, Contractor's Safety Representative, insurance carriers representative (when available) and a Safety Representative from each Program Manager and Contractor currently working on the Bond Program.

The purpose of the meetings shall be to create awareness, improve communications, encourage feedback and solve problems.

8.3 SAFETY MEETING REPORT

Exhibit 7-1 or one similar shall be used to record each meeting. The employee conducting the meeting shall provide appropriate information for each section of the form and obtain the signatures of all employees in attendance. The form is to be retained on file until completion of the project.

SECTION 9

CONTRACTOR SAFETY AUDIT

9.1 PURPOSE

The effectiveness of this program depends upon the active participation and cooperation of all engineers, project managers, inspectors, supervisors and contractors, their employees and subcontractors. The primary goals of this program are to increase safety awareness, raise safety standards in the work environment, provide incentives to make the workplace safer, and increase management involvement in the safety process.

There are five basic steps in establishing a consistent approach to safety inspections:

- a. **INSPECT:** Get into the work areas frequently and perform impromptu inspections. Do not combine safety inspections with other visits to the site.
- b. **REACT:** Refuse to condone unacceptable safety standards and unsafe practices.
- c. **COMMUNICATE:** Communicate reactions in a constructive fashion to the personnel responsible for work-site safety. Safety is a line organization responsibility.
- d. **FOLLOW-UP:** Follow-Up is the most important step in achieving a safer work site. Demonstrate commitment to improving construction safety by taking action to ensure safety standards are met.
- e. **RAISE STANDARDS:** Consistently following the first four steps will improve safety and housekeeping in the work site. Utilize an incentive program to raise the standards of conformance to safety regulations, increase safety awareness, and improve safety performance.

Appendix

Forms and Exhibits

CRITERIA FOR DEVELOPING A SITE SAFETY ACTION PLAN

It is the Dallas ISD's policy that, prior to work, contractors are required to submit for review, a **Site Safety Action Plan**. The Bond Program Safety Director or designee will evaluate the plan to see that it meets the safety requirements for the project scope of work.

It is critical that contractors understand the importance of developing an effectively functioning safety action plan that is pro-active and addresses the exposures to their employees for the particular work to be done. This should be addressed extensively in the safety action plan.

The Site Safety Action Plan provides guidelines to implement an accident prevention program on Dallas ISD projects, and fully describes the contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees.

Responsibilities

It is the contractor's responsibility to submit an acceptable project safety action plan that includes safe and health work practices. A brief description of the scope of work is to be included on the front page of the Site Safety Action Plan.

Job Safety Procedures in Detail

Describe in detail and specifically how job safety is to be incorporated into each phase of the scope of work. Use of ladders, scaffolds, flagging, equipment, exposures, special conditions, fall protection, etc., must be included for the plan to be accepted. Generalities will not be accepted to describe the safety and health conditions employees will be exposed to.

Areas To Be Covered In The Site Safety Action Plan

- *Accident Investigation Procedures
- *Crane Certification
- *Emergency Procedures
- *Trenching/Excavation Procedures
- *Fire Protection and Prevention
- *Confined Space Entry
- *First Aid (designated person required)
- *Fall Protection
- *Hazard Communication Program
- *Jobsite Self-inspections
- *Incident Reporting
- *Job Hazard Analysis
- *Traffic Control Plan
- *Orientation for all employees new to the jobsite
- *Safe Work Areas
- *Personal Protective Equipment
- *Reporting Unsafe Acts or Conditions
- *Safety Education
- *Lockout /Tagout
- *Safety Orientation for Supervisors
- *Disciplinary Policy
- *Special Instructions and/or Information
- *Task Training
- *Subcontractor Compliance

Site Safety Action Plan

- 1. Accident Investigation Procedures**
- 2. Disciplinary Policy**

Contractor shall explain disciplinary action for any employee who jeopardizes his health or safety, or the health or safety of others.
- 3. Emergency Procedures**

Actions to be taken to familiarize employees with emergency procedures developed for the project. Procedures should cover injuries, fires, evacuations and similar situations.
- 4. Fire Protection and Prevention**

Explain the job-site fire protection and prevention program in detail.
- 5. First Aid**

Provide names and qualifications of designated first aid/CPR providers. Where will equipment be kept? How will log be maintained?
- 6. Hazard Communication Program** Provide copy of job specific Haz-Com program
- 7. Incident Reporting** Reporting procedures contained in Claims Reporting Package must be adhered to.
- 8. Occupational Health Problems**

Specific occupational health programs required to protect employees working on the project i.e., air monitoring, sampling, special protective clothing or equipment, or particular hazards.
- 9. Personal Protective Equipment**

Describe personal protective equipment to be worn and where. Include parameters for its use.
- 10. Reporting Unsafe Acts or Conditions**

What program is to be put in place promoting positive feedback to supervision and employees who report unsafe or conditions?
- 11. Safe Work Areas**

What directions are given to the supervisor? Describe the **formal job hazard analysis process**. Traffic Control Plan (provide copy).
- 12. Safety Education**

What and how often is training conducted to educate employees? Who conducts the program?

13. Safe Orientation of New Hires

Each employee who is new to the jobsite must receive a thorough safety and hazard communication orientation, which imparts basic information about the project safety and health program, federal/state regulations, and other safety rules and regulations needed to perform tasks safely. Future safety instructions may be necessary if hazardous work and/or unfamiliar tasks are performed. Orientation should include but not be limited to:

- *Electrical Safety
- *Personal Protective Equipment
- *Fire Protection
- *First Aid Facilities
- *Emergency Procedures
- *Hazard Communication
- *Housekeeping
- *Medical Surveillance
- *Perimeter Guarding
- *Accident Reporting
- *Substance Abuse Policy
- *Fall Protection
- *Scaffolding and Ladders
- *Special Project Requirements
- *Trenching and Excavations
- *Cranes, Rigging and Material Handling
- *Safety Meetings
- *Safe Work Practices
- *Safe Equipment and Vehicle Operations

14. Safety Orientation for Supervision

Describe supervisor orientation upon hire or promotion. How will this orientation outline duties for safety in daily work activities? List duties and responsibilities.

15. Supervising for Safety

Describe how supervisors are going to constantly review the safe practices and procedures. Jobsite inspections are required daily. An inspection checklist should be documented at least weekly.

16. Tool Box Safety Meetings

These must be held and documented at least weekly. Who conducts these? Where and when will they be held?

17. Task Training

Contractors are required to task train employees in the exposures they will be confronted with and the job they are expected to perform. In most cases, this will be done during the pre-job and haz-com orientation. Other situations, however, may arise during the course of the project that will require additional training. Describe how task training will be accomplished.

18. Subcontractor Compliance

Describe how subcontractor compliance with your safety program and the Construction Minimum Safety Program Guidelines Manual will be verified and documented. When subcontractors programs are deficient, Contractor shall be responsible for providing them the necessary training and protection. This must be documented.

VISITOR'S RELEASE AND HOLD HARMLESS AGREEMENT

Contractor: _____

Project: _____ **Date:** _____

In consideration of being permitted, for my own purposes and interests, to enter upon the premises or construction site of Dallas Independent School District Construction Project, I hereby release, hold harmless, and indemnify the Dallas Independent School District, Consultants, Inspectors, Contractors and Subcontractors from and against, and assume the risk for and on behalf of myself, my heirs, my supervisor and my estate, all damages, losses, injuries and any and all other claims of any type whatsoever for personal injury (including death) and other loss or damage of any nature whatsoever including damage to my personal property, and reasonable attorney's fees and court costs sustained or caused while on such premises or site. In the event any clause, term or provision of this agreement shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms and provisions hereof, which shall remain in full force and effect, as if the clause, term or provision so declared or adjudicated invalid was not originally a part hereof.

Print Name: _____

Signature: _____

Address: _____

Date: _____

| SAFETY INSPECTION CHECKLIST | | | | |
|---|-------|---|-----|---------|
| Contractor: | | Contract No. | | |
| Job-site Location: | | | | |
| Person in Charge: | | | | |
| Date: | Time: | | | |
| Person(s) making inspection: | | | | |
| | | Column: A= Adequate B= Inadequate N/A = Not Applicable | | |
| (1) PROGRAM ADMINISTRATION: | A | B | N/A | REMARKS |
| (a) Posting OSHA and other job-site warning posters. | | | | |
| (b) Do you have safety meetings? | | | | |
| (c) Job safety training, including first-aid training? | | | | |
| (d) Is first-aid equipment and supplies available? | | | | |
| (e) Are job-site injury records being kept? | | | | |
| (f) Are emergency telephone numbers, such as police department, fire department, doctor, hospital, and ambulance, posted? | | | | |
| (2) HOUSEKEEPING AND SANITATION: | A | B | N/A | REMARKS |
| (a) General neatness of working areas. | | | | |
| (b) Regular disposal of waste and trash. | | | | |
| (c) Passageways and walkways clear? | | | | |
| (d) Adequate lighting. | | | | |
| (e) Protruding nails removed or bent over? | | | | |
| (f) Oil and grease removed. | | | | |
| (g) Waste containers provided and used. | | | | |

| | | | | |
|---|---|---|-----|---------|
| (h) Sanitary facilities adequate and clean. | | | | |
| (i) Drinking water potable. | | | | |
| (j) Adequate supply of water. | | | | |
| (k) Disposable drinking cups. | | | | |
| (3) FIRE PREVENTION: | A | B | N/A | REMARKS |
| (a) Fire instructions to personnel. | | | | |
| (b) Fire extinguishers identified, checked, accessible. | | | | |
| (c) Proper fire extinguishers provided. | | | | |
| (d) Hydrants clear, access to public thoroughfare open. | | | | |
| (e) Good housekeeping. | | | | |
| (f) "No Smoking" posted and enforced where needed. | | | | |
| (g) Fire brigades. | | | | |
| (4) ELECTRICAL INSTALLATIONS: | A | B | N/A | REMARKS |
| (a) Adequate wiring, well insulated. | | | | |
| (b) Circuit breakers and GFCI (where required) provided. | | | | |
| (c) Fire hazards checked. | | | | |
| (d) Electrical danger signs posted. | | | | |
| (e) Are terminal boxes equipped with required covers? Are covers used? | | | | |
| (5) HAND TOOLS: | A | B | N/A | REMARKS |
| (a) Proper tool being used for each job. | | | | |
| (b) Neat storage, safe carrying. | | | | |
| (c) Inspection and maintenance. | | | | |
| (d) Damaged tools repaired or replaced promptly. Are employee's tools inspected and repaired? | | | | |

| (6) POWER TOOLS: | A | B | N/A | REMARKS |
|---|---|---|-----|---------|
| (a) Good housekeeping where tools are used. | | | | |
| (b) Tools and cords in good condition. | | | | |
| (c) Proper grounding. | | | | |
| (d) Proper instruction in use. | | | | |
| (e) All mechanical safeguards in use. | | | | |
| (f) Tools neatly stored when not in use. | | | | |
| (g) Right tool being used for the job at hand. | | | | |
| (h) Wiring properly installed. | | | | |
| (7) POWDER - ACTUATED TOOLS: | A | B | N/A | REMARKS |
| (a) Local laws and ordinances complied with. | | | | |
| (b) All operators trained. | | | | |
| (c) Tools and charges protected from unauthorized use. | | | | |
| (d) Competent instruction and supervision. | | | | |
| (e) Tools checked and in good working order. | | | | |
| (f) Tools not used on anything but recommended materials. | | | | |
| (g) Safety goggles or face shields provided and used. | | | | |
| (h) Flying hazard checked by backing up, removal of personnel, or use of captive stud tool. | | | | |
| (8) LADDERS: | A | B | N/A | REMARKS |
| (a) Ladders inspected and in good condition? | | | | |
| (b) Secured to prevent slipping, sliding or falling? | | | | |
| (c) Do side rails extend 36" above top of landing? | | | | |
| (d) Rungs or cleats not over 12" on center. | | | | |
| (e) Stepladders fully open when in use. | | | | |
| (f) Metal ladders not used around electrical hazards. | | | | |

| | | | | |
|--|---|---|-----|---------|
| (g) Proper maintenance and storage. | | | | |
| (h) Are ladders not painted? | | | | |
| (i) Are safety skids in use? | | | | |
| (9) SCAFFOLDING: | A | B | N/A | REMARKS |
| (a) Is erection properly supervised? | | | | |
| (b) Will all structural members meet the safety factor? | | | | |
| (c) Are all connections secure? | | | | |
| (d) Is scaffold tied into structure where necessary? | | | | |
| (e) Are working areas free of debris, snow, ice, grease? | | | | |
| (f) Are base plates and mud sills provided? | | | | |
| (g) Are workers protected from falling objects? | | | | |
| (h) Is the scaffold plumb and square with cross-bracing? | | | | |
| (i) Are guardrails, intermediate rails, and toe boards in place? | | | | |
| (j) Is scaffold equipment in good working order? | | | | |
| (k) Are hoist ropes and cables in good condition? | | | | |
| (10) HOISTS, CRANES AND DERRICKS: | A | B | N/A | REMARKS |
| (a) Inspect cables and sheaves. | | | | |
| (b) Check slings and chains, hooks and eyes. | | | | |
| (c) Equipment firmly supported. | | | | |
| (d) Outriggers used, proper cribbing. | | | | |
| (e) Power lines deactivated, removed or at safe distance. | | | | |
| (f) Proper loading for capacity of lifting radius. | | | | |
| (g) All equipment properly lubricated and maintained. | | | | |
| (h) Signaller where needed. | | | | |

| | | | | |
|---|---|---|-----|---------|
| (i) Signals understood and observed. | | | | |
| (j) Are inspection and maintenance logs maintained? | | | | |
| (11) HEAVY EQUIPMENT: | A | B | N/A | REMARKS |
| (a) Regular inspection and maintenance. | | | | |
| (b) Lubrication and repair of moving parts. | | | | |
| (c) Lights, brakes, warning signals operative. | | | | |
| (d) Wheels chocked when necessary. | | | | |
| (e) Haul roads well maintained and laid out properly. | | | | |
| (f) Protection when equipment is not in use. | | | | |
| (g) Shut-off devices on hose lines in case of failure? | | | | |
| (h) Are noise arrestors in use? | | | | |
| (12) MOTOR VEHICLES: | A | B | N/A | REMARKS |
| (a) Regular inspection and maintenance. | | | | |
| (b) Qualified operators. | | | | |
| (c) Vehicles laws and regulations observed. | | | | |
| (d) Brakes, lights, warning devices operative. | | | | |
| (e) Weight limits and load sizes controlled. | | | | |
| (f) Personnel carried in a safe manner. | | | | |
| (g) Is all glass in good condition? | | | | |
| (h) Are back-up (reverse) alarms provided? | | | | |
| (i) Fire extinguishers provided on all vehicles? | | | | |
| (13) BARRICADES: | A | B | N/A | REMARKS |
| (a) Floor openings planked over and secured, or barricaded. | | | | |
| (b) Roadways and sidewalks effectively protected. | | | | |

| | | | | |
|---|---|---|-----|---------|
| (c) Adequate lighting provided. | | | | |
| (d) Traffic controlled. | | | | |
| (14) HANDLING AND STORAGE OF MATERIALS: | A | B | N/A | REMARKS |
| (a) Are materials properly stored or stacked? | | | | |
| (b) Are passageways clear? | | | | |
| (c) Stacks on firm footings, not too high. | | | | |
| (d) Proper number of men for each operation. | | | | |
| (e) Are workers lifting loads correctly? | | | | |
| (f) Are materials protected from weather conditions? | | | | |
| (g) Protection against falling. | | | | |
| (h) Is dust protection observed? | | | | |
| (i) Extinguishers and other fire protection provided. | | | | |
| (j) Is traffic controlled in the storage area? | | | | |
| (15) EXCAVATION AND SHORING: | A | B | N/A | REMARKS |
| (a) Are adjacent structures properly shored? | | | | |
| (b) Is shoring and sheathing used for soil and depth or excavation properly sloped? | | | | |
| (c) Are roads and sidewalks supported and protected? | | | | |
| (d) Is material stored at least 2 feet from excavations? | | | | |
| (e) Is excavation barricaded and lighting provided? | | | | |
| (f) Is equipment a safe distance from edge of excavation? | | | | |
| (g) Are ladders provided where needed? | | | | |
| (h) Are equipment ramps adequate? | | | | |
| (i) Is job supervisor on-site during trenching operations? | | | | |

| (16) DEMOLITION: | A | B | N/A | REMARKS |
|--|---|---|-----|---------|
| (a) Are operations planned ahead? | | | | |
| (b) Is there shoring of adjacent structures? | | | | |
| (c) Are material chutes used? | | | | |
| (d) Is there sidewalk and other public protection? | | | | |
| (e) Clear operating space for trucks and other vehicles. | | | | |
| (f) Adequate access ladders or stairs. | | | | |
| (17) FLAMMABLE GASSES AND LIQUIDS: | A | B | N/A | REMARKS |
| (a) All containers U.L. approved meeting OSHA requirements with contents clearly identified. | | | | |
| (b) Proper storage practices observed. | | | | |
| (c) Fire hazards checked. | | | | |
| (d) Proper storage temperatures and protection. | | | | |
| (e) Proper types and number of extinguishers nearby. | | | | |
| (f) Carts for moving cylinders available. | | | | |
| (18) MASONRY: | A | B | N/A | REMARKS |
| (a) Proper scaffolding. | | | | |
| (b) Saws properly equipped, dust protection provided. | | | | |
| (c) Safe hoisting equipment. | | | | |
| (19) ROADWAY CONSTRUCTION: | A | B | N/A | REMARKS |
| (a) Laws and ordinances observed. | | | | |
| (b) Flag-person properly dressed, instructed and posted. | | | | |
| (c) Adequate warning signs and markers. | | | | |
| (d) Equipment not blocking right of way. | | | | |
| (e) Traffic control through construction site. | | | | |
| (f) Adequate marking and maintenance of detours. | | | | |

| | | | | |
|--|---|---|-----|---------|
| (g) Dust control. | | | | |
| (h) Adequate lighting. | | | | |
| (20) PERSONAL PROTECTIVE EQUIPMENT: | A | B | N/A | REMARKS |
| (a) Eye protection. | | | | |
| (b) Face shields. | | | | |
| (c) Respirators and masks. | | | | |
| (d) Helmets and hoods. | | | | |
| (e) Head protection | | | | |
| (f) Gloves, aprons and sleeves; rubber or plastic designed to afford protection from alkalis and acids; electrician's rubber gloves with protectors. | | | | |
| (g) Respirators for harmful dust, sandblasting, welding (lead paint and galvanizing zinc or cadmium). | | | | |
| (h) Adequate ventilation when painting or applying other coatings. | | | | |

| | | | | |
|---|--|--|--|--|
| (21) UNSAFE ACTS AND/OR PRACTICES OBSERVED (list): | | | | |
|---|--|--|--|--|

| | | | | |
|-------------------|--|--|--|--|
| (22) OTHER | | | | |
|-------------------|--|--|--|--|

List action(s) to be taken for items not found to be in compliance and provide date compliance is expected.

cc: Bond Program Safety Director

Exhibit 5-3

| CRANE INSPECTION RECORD | | | | | |
|--|--|-----------------|--------------------|-----------------------------|--|
| CRANE NO: | | MILEAGE: | | HOURS: | |
| | | | | DATE: | |
| A. GENERAL REQUIREMENTS | | OK | Needs attn. | C. MAIN MACHINE | |
| | | OK | Needs attn. | | |
| 1. Capacity charts in cab | | | | 1. Controls | |
| 2. Special instruction posted | | | | 2. Clutches | |
| 3. Barricades (tails-wing) | | | | 3. Brakes | |
| 4. Exhaust, pipes guarded | | | | 4. Brake locks | |
| 5. 5 BC fire ext. in cab | | | | 5. Main drum | |
| 6. First-aid kit in cab | | | | 6. Boom hoist | |
| 7. Safety glass in cab | | | | 7. Boom hoist panel | |
| 8. Guardrails/hand holds | | | | 8. Boom hoist kick-out | |
| 9. Platform and steps/non-skid | | | | 9. Oil leaks | |
| 10. Wire rope and cable inspected | | | | 10. Hook rollers and turret | |
| 11. Operators documented inspection | | | | 11. Lift Test | |
| B. ATTACHMENTS | | | | D. CARRIER | |
| | | | | | |
| 1. Hooks and blocks (safety latch on hook) | | | | 1. Steering | |
| 2. Sockets and rope clamps | | | | 2. Brakes (all system) | |
| 3. Boom and lacing | | | | 3. Lights, horn, wipers | |
| 4. Boom stops | | | | 4. Transmission | |
| 5. Spreaders and gantry | | | | 5. Differential | |
| 6. Jib and stops | | | | 6. Clutch | |
| 7. Outriggers and pads | | | | 7. Engine | |
| 8. Counterweights | | | | 8. Tires and wheels | |
| 9. Anti-two-block device | | | | 9. Gauges | |

Inspected at: (Location) _____ **By:** _____

cc: Bond Program Safety Director

Job Hazard Analysis Worksheet

Title of Job/Operation _____ Date Prepared: _____

Position/Title(s) of Person(s) Who Does Job _____

Analysis Made By _____ Title: _____

| Sequence of Basic Job Steps | Potential Accidents or Hazards (use codes below) | Recommended Safe Job Procedures |
|-----------------------------|--|---------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- | | | |
|------------------------|-------------------------|--------------------------|
| 1. Struck By (SB) | 5. Caught On (CO) | 9. Caught On (CO) |
| 2. Struck Against (SA) | 6. Caught In (CI) | 10. Caught In (CI) |
| 3. Contacted By (CB) | 7. Caught Between (CBT) | 11. Caught Between (CBT) |
| 4. Contact With (CW) | 8. Fall-Same Level (FS) | 12. Fall-Same Level (FS) |

ACCIDENT INVESTIGATION REPORT

CONTRACTOR: _____

ACCIDENT DATE: _____ TIME: _____ CONTRACT #: _____

ACCIDENT LOCATION (SPECIFIC): _____

WHAT HAPPENED? (Describe operation, activity, condition and how accident or loss occurred. Use separate sheet and diagram if necessary.): _____

PRIMARY CAUSE (Condition or act that caused the accident):

Recommended correction action:

Equipment involved #: _____ Employee involved: _____

Employee Injury (Describe):

Medical referral? Yes _____ No _____

Company Property Damage or Loss (Describe): _____

Property, Damage or Injury to Others (Describe):

Owner/Injured (Name, address, phone):

Witnesses (Name, address, phone):

Police Report?: _____ Agency: _____ Photos?: _____ Taken by: _____

Foreman/Supervisor: _____ Date: _

Contractor Project Manager Approval: _____ Date: _

If additional space is needed, use the back side of this form.

ORIGINAL: Contractor's File

CC: Bond Program Safety Director

SAFETY MEETING ATTENDANCE ROSTER

DATE: _____ PROJECT: _____

CONTRACTOR: _____ CRAFT: _____

TOPICS DISCUSSED: _____

SUGGESTIONS FOR IMPROVEMENT: _____

Foreman's Signature

Safety Representative

| NAME – PRINTED | SIGNATURE | CRAFT |
|----------------|-----------|-------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |