

CITY OF DALLAS

**PROPOSAL**

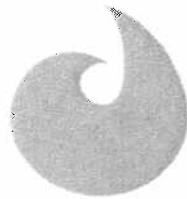
**FOR**

**EASTSIDE WATER TREATMENT PLANT**

**EXPANSION TO 540 MGD – PART A**

**HEADWORKS AND CHEMICAL IMPROVEMENTS**

**CONTRACT NO. 09-195**



**dallas water utilities**  
**city of dallas**

TO THE HONORABLE MAYOR AND CITY COUNCIL,  
CITY OF DALLAS, TEXAS

Gentlemen:

The undersigned hereby certify that the location of the proposed work, the Special Provisions, the General Provisions and Requirements, the Specifications, the forms of Contract and Bonds, have been carefully examined, and that they have had sufficient time to make all tests and investigations necessary to arrive at an intelligent estimate of the cost of doing the work, and agree that if this proposal is accepted by the City of Dallas, all labor, tools, materials, machinery, appliances, equipment, supplies, insurance and other incidentals necessary for doing the said work, will be provided; and the work completed in a first class workmanlike manner in strict accordance with the Special Provisions and requirements, and the Specifications on file in the Office of the Director of Water Utilities Department of the City of Dallas.

The undersigned further agree that if this Proposal is accepted by the City of Dallas, the undersigned will appear before the City Attorney of the City of Dallas, with the sureties offered by

\_\_\_\_\_ and

\_\_\_\_\_ and  
execute the Contract in triplicate.

This Proposal, Special Provisions, the General Provisions and Requirements, and the Specifications and such further terms and provisions as may be provided by the City Council, shall become a part of the Contract.

Place: Dallas, Texas

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

Proposal of \_\_\_\_\_

A corporation organized and existing under the laws of the State of \_\_\_\_\_;

Or partnership consisting of \_\_\_\_\_; or an individual trading as \_\_\_\_\_

\_\_\_\_\_  
TO THE CITY OF DALLAS, TEXAS  
DALLAS, TEXAS

Gentlemen:

The undersigned hereby propose to furnish all labor and material, tools and necessary equipment for the construction of the project, and to perform the work required for the construction of the said project, at the locations set out by the plans and specifications, in strict accordance with the Contract documents.

The undersigned further agree to appear before the City Attorney to execute said contract within ten days from the date of notification of the acceptance of this proposal, or within such time as the Council of the City of Dallas may determine, and in case the undersigned fail or neglect to appear to execute the Contract within the specified time, of which this proposal, the plans, specifications, special provisions and advertisements are a part, the undersigned will be considered as having abandoned it, and the cashier's check or bidder's bond in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars  
accompanying this proposal will be forfeited to the City of Dallas, Texas by reason of such failure on the part of the undersigned.

The undersigned further agree that the proposal guaranty may be retained by the City of Dallas, Texas, provided the undersigned is one of the three lowest and most advantageous Bidders, and that said proposal guaranty shall remain with the City of Dallas until the Contract has been signed and the bond required for the faithful performance of the Contract has been made by one of the three lowest responsible Bidders; otherwise, proposal guaranty may be obtained from the City Secretary after forty-eight hours from the time of opening the bids.

The undersigned certify that this proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm association or corporation offering bids on this work, for the following sum or prices, to wit:

**SPECIFICATIONS  
AND  
FORMS OF CONTRACT AND BONDS  
FOR  
EASTSIDE WATER TREATMENT PLANT EXPANSION TO 540 MGD - PART A  
HEADWORKS AND CHEMICAL IMPROVEMENTS  
CONTRACT NO. 09-195**

**BASE BID (BID ITEMS 1 thru 7)**

ITEM NO.	QUAN- TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1	1	LS	<p>This item includes furnishing all labor, materials, tools, equipment and incidentals required to construct the East Side Water Treatment Plant Headworks &amp; Chemical Improvements, complete in place, in accordance with the contract documents except the work specifically required to be done under Bid Items No. 2 through No. 7 inclusive, complete in place, the sum of</p> <p style="text-align: right;">_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>per lump sum</p>		
2	1	LS	<p>This item includes furnishing all equipment and incidentals required for the West Lime System to be located in the West Lime Facility as specified Section 11252, in accordance with the contract documents. Labor, tools and material required to install lime system shall be included in Bid Item No. 1. Labor, materials, tools, equipment and incidentals required to construct the building and install the building systems shall also be included in Bid Item No. 1, complete in place, the sum of</p> <p style="text-align: right;">_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>per lump sum</p>		
3	1	LS	<p>This item includes furnishing and installing Trench Safety Systems in accordance with Section 02223 of the Technical Specifications. This item includes the cost of obtaining soil borings, the associated geotechnical analysis, and the preparation of a Trench Safety Plan by a Licensed Professional Engineer. This item also includes Trench Safety Systems required for the Bid Items 8 through 12 inclusive. This item does not include the work ordinarily required for installing pipe, the sum of</p> <p style="text-align: right;">_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>per lump sum</p>		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
4	1	LS	This item includes preparing and obtaining the Storm Water Pollution Prevention Plan permit and implementing and maintaining the SWPPP. Any modifications to SWPPP or additional control items required by the Owner or Owner's Designated Agent will be at no additional cost. This item also includes all equipment, materials, labor and maintenance necessary to control stormwater pollution and control erosion. This item also includes Stormwater Pollution Prevention and erosion control required for the Bid Items 8 through 12, complete in place, the sum of	_____ DOLLARS	AND _____ CENTS per lump sum
5	17,100	VLF	This item, unit price, consist of providing all labor, materials, tools, equipment and incidentals required to install 30-inch diameter drilled concrete piers, complete in place, in accordance with the contract documents, complete in place, the sum of	_____ DOLLARS	AND _____ CENTS per vertical linear feet
6	8,150	VLF	This item, unit price, consist of providing all labor, materials, tools, equipment and incidentals required to install 36-inch diameter drilled concrete piers, complete in place, in accordance with the contract documents, complete in place, the sum of	_____ DOLLARS	AND _____ CENTS per vertical linear feet

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7	1	LS	This item includes developing, implementing and monitoring a Construction Schedule in accordance with Section 01310 of the Technical Specifications. This item includes the cost of obtaining a third party or firm specializing in computer generated CPM schedule analysis and monitoring to assist in developing, implementing and monitoring the construction schedule throughout the life of the project, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per lump sum		

**END OF BASE BID**

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
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**BID ALTERNATE NO. 1 (BID ITEM NOS. 8, 9 AND 10)**

8      1      LS      This item includes furnishing all labor, materials, tools, equipment and incidentals required to construct the East Side Water Treatment Plant Post Filter Water Quality Improvements, complete in place, in accordance with the contract documents except the work specifically required to be done under Bid Item No. 9 and No. 10 inclusive.  
This work also includes the construction of the East Lime Facility, installation of East Lime System described in Bid Item No. 9, and providing & installing all other appurtenances associated with the East Lime Facility not provided by the Lime System Supplier.  
This work also includes the construction of the East Chemical Building and installation of the Fluoride & Orthophosphate Systems, demolition of the existing Fluoride System, and relocation of the Carbon Dioxide System. It also includes the electrical duct banks, yard trench and chemical piping associated with the East Chemical Building and East Lime Facility, complete in place, the sum of

\_\_\_\_\_ DOLLARS  
AND \_\_\_\_\_ CENTS  
per lump sum

9      1      LS      This item includes furnishing all equipment and incidentals required for the East Lime System to be located in the East Lime Facility as specified Section 11253, in accordance with the contract documents. Labor, tools and material required to install lime system shall be included in Bid Item No. 8. Labor, materials, tools, equipment and incidentals required to construct the building and install the building systems shall also be included in Bid Item No. 8, complete in place, the sum of

\_\_\_\_\_ DOLLARS  
AND \_\_\_\_\_ CENTS  
per lump sum

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
10	11,250	VLF	This item, unit price, consist of providing all labor, materials, tools, equipment and incidentals required to install 30-inch diameter drilled concrete piers, complete in place, in accordance with the contract documents, complete in place, the sum of		
				_____ DOLLARS	
				AND _____ CENTS	
			per vertical linear feet		

**BID ALTERNATE NO. 2 (BID ITEM NO. 11)**

11	1	LS	This item includes furnishing all labor, materials, tools, equipment and incidentals required to construct the Basins 8 & 10 ozonated water piping (two pipes), complete in place, as shown on the plans, in accordance with the contract documents, complete in place, the sum of		
				_____ DOLLARS	
				AND _____ CENTS	
			per lump sum		

**BID ALTERNATE NO. 3 (BID ITEM NO. 12)**

12	1	LS	This item includes furnishing all labor, materials, tools, equipment and incidentals required to demolish the existing Chemical Building and two (2) Carbon Buildings, as shown on the plans, in accordance with the contract documents, complete in place, the sum of		
				_____ DOLLARS	
				AND _____ CENTS	
			per lump sum		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
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**BID ALTERNATE NO. 4 (BID ITEM NO. 13)**

13      1      LS      This item consists of the cost difference for **Bid Items 1, 5, 6, 8, and 10** for using Portland Cement manufactured by means **Other Than** the Dry Kiln process as outlined in Section A-27 and Special provision S-35 of these Specifications, complete in place, the sum of

\_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS

per lump sum

**END OF ALTERNATE BID ITEMS**

**ALLOTTED TIME FOR COMPLETION OF THIS CONTRACT IS AS SPECIFIED IN SPECIAL PROVISION S-11**

**SUMMARY OF BID FOR AWARD EVALUATION  
CONTRACT NO. 09-195**

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**TOTAL AMOUNT FOR BASE BID:**

(Bid Items No. 1 thru 7 Inclusive) \$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**

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**TOTAL AMOUNT FOR BID ALTERNATE NO. 1:**

(Bid Item No. 8, 9  
and 10) \$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**

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**TOTAL AMOUNT FOR BID ALTERNATE NO. 2:**

(Bid Item No.11) \$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**

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**TOTAL AMOUNT FOR BID ALTERNATE NO. 3:**

(Bid Item No.12) \$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**

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**TOTAL AMOUNT FOR BID ALTERNATE NO. 4:**

(Bid Item No.13) \$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**

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ALLOTTED TIME FOR COMPLETION OF THIS CONTRACT IS AS SPECIFIED IN SPECIAL PROVISION S-11

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I ACKNOWLEDGE RECEIPT OF:

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

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Name of Bidder

**PROPOSAL** (continued)

The undersigned hereby declare that they have visited sites and have carefully examined the plans, specifications and contract documents relating to the work covered by their bid or bids, that they agree to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon receipt of notice of the acceptance of the bid, they will execute the formal Contract attached within ten (10) days, and will deliver a Surety Bond for the faithful performance of this Contract. The bid security attached without endorsement, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars is to become the property of the City of Dallas in the event the Contract and Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

**NOTE: YOU DO NOT HAVE TO BE A M/WBE FIRM TO UTILIZE THE CITY OF DALLAS SPONSORED SURETY SUPPORT PROGRAM**

All individuals or firms needing assistance with bid preparation, M/WBE participation, Bid Bond, Performance Bond, Payment Bond or Insurance may call 214-948-4060.

**Number of Signed Sets of Documents:** The Contract and all Bonds will be prepared in not less than three (3) counterpart (Original Signed Sets).

**Time of Completion:** The undersigned agree to complete the work **As Specified Per Special Provision S-11.**

The undersigned further declare that they will provide all necessary tools and apparatus, do all work, and furnish all materials, and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum above set forth.

Respectively submitted,

\_\_\_\_\_

**NOTE: Do not detach bid from other papers. Fill in with ink and submit complete with attached papers**

By \_\_\_\_\_

\_\_\_\_\_  
(Address)  
(Must be a street address and not a Post Office Box)

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

## NOTE

The Proposal submitted by the Contractor must show an amount for the Unit Price In Words, Unit Price In Numbers and Total Amount for **ALL** bid line items for the *Work* (consisting of whatever bid items, schedules of items or alternates the OWNER advertises it may award.). See example in Part T – Technical Specifications. Failure to complete Proposal as required may result in Bid being ruled “Non Responsive”.

Cashier’s check or the attached Bid Bond, payable to the City of Dallas in an amount of not less than five percent (5%) of **total** Bid submitted must accompany Bid. City reserves the right to reject any or all Bids.

## NOTE!

**USING ANOTHER FORM OF BID BOND OTHER THAN THE ONE SHOWN IN THIS PROPOSAL MAY RESULT IN THE REJECTION OF BID.**

The name of the Resident Agent in Dallas County of the Surety Company is also required. (This name must be the name of a natural person residing in **Dallas County, Texas**)

All individuals or firms needing assistance with Bid preparation, MWBE participation, Bid Bond, Performance Bond, Payment Bond or Insurance may call 214-948-4060.



**BID BOND** (Continued)

**(NOTE: Certified copy of Power of Attorney must be attached hereto unless previously on file with the City Secretary.)**

The Resident Agent of the Surety in Dallas County, Texas, for delivery of Notice and Service of Process is:

**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

\_\_\_\_\_ **TELEPHONE** \_\_\_\_\_

**The Bidder must complete this form regardless of whether or not the same information is given in the Bidder's Bond:**

1. Complete name and address of Surety Company for Performance and Payment Bonds:

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

2. Name of the Attorney-In-Fact of the Surety Company:

\_\_\_\_\_

3. The name of the resident agent of the Surety Company in Dallas, County, Texas, (this name must be the name of a **natural person** residing in Dallas County, Texas):

\_\_\_\_\_

4. Address of the resident agent of the Surety Agent in Dallas, County, Texas, (this must be a street address and not a Post Office box number):

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_

\_\_\_\_\_  
Address



# CITY OF DALLAS Business Inclusion and Development Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services contracts. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas contracts.

### M/WBE Participation Goals

The BID Plan establishes subcontracting goals and requirements for all prospective bidders to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Dallas that a certain percentage of work under each contract be executed by one or more M/WBEs.

On May 14, 1997 the City Council adopted the following M/WBE participation goals without consideration for a specific ethnicity or gender (Resolution Number 97-1605):

<u>Construction</u> 25.00%	<u>Architectural &amp; Engineering</u> 25.66%	<u>Other Professional</u> 36.30%	<u>Other Services</u> 23.80%	<u>Goods</u> 18.00%
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The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

**By signing below, I agree to provide the City of Dallas, Business Development & Procurement Services department with a completed copy of all required forms provided within the Business Inclusion and Development document package. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract. Intentional misrepresentation could result in criminal prosecution.**

*(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)*

Bid Number: \_\_\_\_\_

Company name: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Certifying Official of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Certifying Official of Company

\_\_\_\_\_  
Title

## EXPERIENCE RECORD

Name \_\_\_\_\_

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

Submitted By: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

- I. How many years has your organization been in business as a General Contractor?
  
- II. State the work normally performed by your forces.
  
- III. Have you ever failed to complete any work awarded to you? If so, note when, where, why, and owner contact.
  
- IV. On a separate sheet, list the major construction contracts your organization has completed in the past three years, giving the type of contract, owner, owner contact, contract amount, date of completion and percentage of the work performed with your own forces. Resumes of key personnel to be assigned to the project must be provided with current assignments listed. Please provide a separate listing of City of Dallas contracts.
  
- V. Are you or your surety currently involved in any litigation with the City of Dallas? If yes, explain.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

CONTRACT NO. 09-195



Date of Bid Opening

\_\_\_\_\_

**BIDDER'S AFFIDAVIT**

\_\_\_\_\_  
The following information is required by City Council Resolution #891132.  
Failure or refusal to complete this form may result in bid rejection.  
\_\_\_\_\_

The undersigned certifies that safety records from the Dallas OSHA office or the local OSHA office in which this firm does business does not reflect penalties for six (6) or more serious violations, none of which may be repeat violation, nor may it reflect three (3) or more willful violations, none of which may be repeat violations, within the preceding three (3) years.

\_\_\_\_\_  
Name of Signatory Title Address

\_\_\_\_\_  
Corporate Authorized Title Address  
Signatory (Only)

**The above signature must be by a Corporate Officer.**

\_\_\_\_\_  
Legal Name of Bidder Address

**SWORN TO AND SUBSCRIBED BEFORE ME** on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which witness my hand and seal of this office.

\_\_\_\_\_

NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

## ENVIRONMENTAL RECORD AFFIDAVIT

For purposes of this Affidavit:

- (A) the term "Bidder/Proposer" includes any and all authorized officers, employees, agents, or other representatives of Bidder/Proposer working in that capacity on behalf of Bidder/Proposer within the past three (3) years prior to the date of this Affidavit;
- (B) the term "Environmental Laws" includes the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environmental law, rule, regulation, or ordinance related to the protection of the environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.

I, \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (Hereinafter called the "Bidder/Proposer"), hereby swears (or affirms) on behalf of Bidder/Proposer the following:

- (1) That Bidder/Proposer has received and read the Contractor Environmental Packet. Bidder/Proposer also understands that the Contractor Environmental Packet is not intended to be all-inclusive, but rather a guideline for environmental responsibility.

**[Strike the item indicated below that does NOT apply in this Affidavit.]**

- (2) That Bidder/Proposer *has not* been served with any notices of violation, or notices of enforcement, nor had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental Laws within the past three (3) years prior to the date of this Affidavit.
- (3) That Bidder/Proposer *has* been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental within the past three (3) years prior to the date of this Affidavit as follows:

**[If item (3) applies, use a separate sheet to list the notices of violation or enforcement, and any adjudication of actual violations, along with copies of any compliance documents issued by the regulatory authority in connection with the notices or actual violation, and attach the separate sheet to this affidavit.]**

Subscribed to and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public  
State of Texas

My Commission expires \_\_\_\_\_

**CEMENT PREFERENCE CERTIFICATION**

I, \_\_\_\_\_, the \_\_\_\_\_  
(state title of officer of company)

of \_\_\_\_\_, do hereby certify that my bid for  
(legal name of bidder company)

concrete products utilizes Portland cement from a manufacturer who manufactures the cement through a dry kiln process that generates average NOx emissions of not greater than 1.7 pounds of NOx per ton of clinker produced, based upon NOx emissions information furnished to the Texas Commission on Environmental Quality for the 12 months prior to the date of the bid opening during Which emissions data is available,

BIDDER:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

SUBSCRIBED and SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

## MINORITY/WOMEN OWNED BUSINESS PARTICIPATION

It is the goal of the City of Dallas that a certain percentage of work under each contract will be done by one or more M/WBEs. **Following are the City Council M/WBE goals without consideration for specific ethnic or gender adopted on May 14, 1997 (Resolution Number 97-1605):**

<u>Construction</u>	<u>A &amp; E</u>	<u>Other Professional</u>	<u>Other Services</u>	<u>Goods</u>
25.00%	25.66%	36.30%	23.80%	18.00%

While minority business participation may vary from time to time and in accordance with the nature or procurement and the availability of minority enterprises in that line of work, the City of Dallas believes the goals to be realistically obtainable.

**All bidders must submit With Their Bid the City of Dallas Business Inclusion and Development Affidavit (Form 1):**

Any firm listed as M/WBE must be certified by the North Central Texas Regional Certification Agency (N.C.T.R.C.A.), Phone: (817) 640-0606. A list of Minority/Women Owned Business Enterprises or other information or assistance can be obtained from the Office of Business Development & Procurement Services, City Hall, 3FN, 1500 Marilla Street, Dallas, Texas, 75201, Phone: (214) 670-3326.

**Website:**

[http://www.dallascityhall.com/business\\_development/index.html](http://www.dallascityhall.com/business_development/index.html)

The BID Group can be contacted at (214) 670-3326.

## WORK WITH OWN FORCES

Where a Contractor indicates lower M/WBE participation than the City of Dallas typically sees for similar projects and the Contractor is indicating there are limited subcontracting opportunities as a result of the Contractor performing the remaining work with their own forces as their normal business practice the following information may be deemed adequate documentation.

For each previous project

Name of Project  
Location  
Contracting Agency  
Description of work performed

For each specific item of work (i.e. hauling, concrete pavement, pipe installation, etc.)

### Work Force

Documentation showing name and job classifications.

Which individuals actually performed the work?

If individuals were classified other than what the work called for, why? (i.e. Pipefitter performing concrete finishing work.)

List of extra individuals hired to do this work (temporary, day laborers, etc.) Is the same work force to be used on this project?

**Note:** If additional personnel are required, an M/WBE subcontracting opportunity exists; this includes, but is not limited to, M/WBE temporary personnel agencies, subcontractors, and suppliers.

### Equipment

List equipment required for that specific item of work. Did the Contractor own the equipment? Is it available for use on this job?

**Note:** If equipment was rented, is not available for this job or if additional equipment will be required, an M/WBE subcontracting opportunity exists. This includes, but is not limited to, equipment rental or purchase from M/WBE firms.

### Verification:

The Contractor must provide written verification from a representative of the contracting agency with knowledge of the project verifying that the Contractor did perform the work stated with its own forces.

For each area where specific work was subcontracted on previous jobs but the intent is to use the Contractor's own forces for the proposed job:

### Reason for change in practice

If work load, provide documentation to prove

If new responsibilities for crews; provide documentation on training or reclassification, etc.

**Note:** Documented previous poor performance on the part of a subcontractor is a legitimate reason not to use that particular subcontractor again but does not eliminate the need to contact other qualified M/WBE firms for that work item.





### CITY OF DALLAS ETHNIC WORKFORCE COMPOSITION REPORT

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Company name: \_\_\_\_\_

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

Bid #: \_\_\_\_\_

Telephone Number: \_ - - Ext. \_\_\_\_\_

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

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
EXAMPLE	15	12	7	4	4	4	3	2	1	2
Administrative/ Managerial										
Professional										
Technical										
Office/Clerical										
Skilled										
Semiskilled										
Unskilled										
Seasonal										
<b>Totals:</b>										

Intentional misrepresentation could result in criminal prosecution.

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date



CITY OF DALLAS
SUBCONTRACTOR INTENT FORM

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

TO: City of Dallas DATE:
Business Development & Procurement Services gfe@dallascityhall.com

Project Name: Bid #

Contract Bid Amount:

M/WBE/DBE Participation Amount:

will provide the following
M/WBE Subcontractor on the project

good(s)/service(s)

to
prime contractor on the project

M/WBE subcontractor is currently certified by the
following agency:

M/WBE Certification Number: #

Certification must be kept current / valid for the entire duration of this contract. Failure
to comply with this provision could be subject to removal from contract.

The undersigned intends to enter into a formal agreement with the subcontractor listed,
conditioned upon being awarded the City of Dallas contract. If any changes are made to
this list, the prime contractor must submit to the City's Program Manager and Business
Inclusion and Development Group for approval a Change of M/WBE subcontractor
/supplier form with documented explanations prior to any changes.

Failure to comply with this provision could result in termination of the contract,
sanctions against the prime contractor, and/or ineligibility for future City contracts.

Officer's Signature (Prime Contractor)

Officer's Signature (M/WBE/DBE Subcontractor)

Printed Name (Prime Contractor)

Printed Name (M/WBE/DBE Subcontractor)

Title (Prime Contractor)

Title (M/WBE/DBE Subcontractor)

Date

Date



**CITY OF DALLAS  
Business Inclusion and Development documentation form**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the 'Enter' key.)

Project Name

Bid #:

Firm Name and Address:

**1. Did you meet with a staff member of Business Development and Procurement Services (BDPS)?**

Please make a selection:

Name of staff member:

**2. Did you utilize a current M/WBE directory from the City's BDPS ResourceLINK Team for this project?**

Please make a selection:

Date of Listing:

**3. Did you provide plans and specifications, bids or proposals to potential M/WBEs or information regarding the location of plans and specifications, bids, or proposals for this project?**

Please make a selection:

**4. If M/WBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejection? (i.e. letters, memos, telephone calls, meetings, etc.)**

**5. Complete the attached Documentation Form(s) to further explain good faith efforts to obtain M/WBE participation on this project. If there is written documentation of efforts with the M/WBEs who responded affirmatively to the bidder's written notice please attach documentation (i.e. quotes, or e-mails).**



**CITY OF DALLAS  
Business Inclusion and Development documentation form**

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name #: \_\_\_\_\_

Bid #: \_\_\_\_\_

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

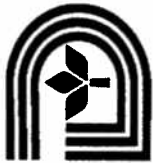
Officer's Signature: \_\_\_\_\_

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

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

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

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



**CITY OF DALLAS  
Business Inclusion and Development documentation form**

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name & Bid/Contract #: \_\_\_\_\_ #:

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF DALLAS  
CHANGE OF M/WBE SUBCONTRACTOR/SUPPLIER FORM

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Prime Contractor: \_\_\_\_\_ Officer's Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_

Project Name: \_\_\_\_\_ Bid #: \_\_\_\_\_ Date: \_\_\_\_\_

Project Manager Approval: \_\_\_\_\_

Current Subcontractor: \_\_\_\_\_ Certification #: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Please indicate reason for change by checking one or more of the following boxes:

- Increase or Decrease in the Scope of Work
- Poor performance by the subcontractor, sub-consultant, vendor, or supplier
- Subcontractor is unable or unwilling to perform the work
- Subcontractor does not have the equipment or workforce to perform the work
- Other (please explain): \_\_\_\_\_

Date Subcontractor Notified of Change: \_\_\_\_\_

Representative that notified Subcontractor: \_\_\_\_\_

Original Amount (\$)	% of Total	Revised Amount (\$)	% of Change	Net Effect on Total (\$)

**Next steps:**

- 1. E-mail this completed form prior to execution of any changes to City of Dallas Business Inclusion and Development Staff at [gfe@dallascityhall.com](mailto:gfe@dallascityhall.com) and Project manager for their signature and final approval.**

**Failure to comply with this provision could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.**

Payment to Subcontractors/Suppliers

Page \_\_\_\_ of \_\_\_\_



**Instructions:** **Block 1** - List the project name. **Block 2** - Describe the bid item or give a brief description of the subcontract work and supplies provided in. **Block 3** - List the subcontractor or supplier name. M/WBE certification number (if applicable) and address of the subcontract or supply amount. **Block 5** - List the amount due and payable with this pay estimate. **Block 6** - List the total amount paid to subcontractor/ supplier to date. **Block 7** - Make comments, if any, on the subcontractor/supplier performance in Block 7.

**BOTH the GENERAL CONTRACTOR and the SUBCONTRACTOR/SUPPLIER MUST SIGN AND DATE THIS FORM**

1. Project Name: \_\_\_\_\_

2. Bid Item/Description included in the subcontractor's/supplier's work: \_\_\_\_\_  
\_\_\_\_\_

3. Subcontractor/Supplier: \_\_\_\_\_

M/WBE Certification Number: \_\_\_\_\_

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

4. Subcontract/supply amount: \$ \_\_\_\_\_

5. Amount due with pay request:  
(This amount is due and payable with this pay estimate.)

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

6. Total amount paid to subcontractor to date:  
(This amount has been PAID to the subcontractor.)

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

7. Comments on subcontractor's/supplier's performance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ALL SIGNATURES MUST BE IN BLUE INK**

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Date

**Subcontractor: DO NOT SIGN THIS FORM UNLESS No. 5 - TOTAL DUE, AND No. 6 - TOTAL AMOUNT PAID ARE COMPLETED CORRECTLY.**

**CONTRACTOR ENVIRONMENTAL PACKET**

## **I. General**

### **a. Purpose**

The City of Dallas (City) is committed to environmental stewardship and sustainability. The City achieves this commitment by systematically reducing its environmental impacts, through pollution prevention, regulatory compliance and continuous improvement. In order to manage this commitment, the City has developed an Environmental Management System (EMS) per the ISO 14001:2004 standard. As a Contractor, Vendor or Consultant (hereinafter Contractor/Vendor), the City expects you to be knowledgeable and aware of the specific environmental impacts and environmental regulatory requirements of your work conducted while on City property.

The City has prepared this Contractor/Vendor environmental packet to communicate City expectations and to reduce potential environmental impacts generated from Contractor/Vendor activities. The purpose of this package is to inform you of the City's environment expectations while conducting work for the City of Dallas.

### **b. Instructions**

City Contractors/Vendors shall review, sign and submit the Environmental Acknowledgement Form to the Project Manager or appropriate City of Dallas staff before beginning work. (See attachment).

It is the Contractor/Vendor's responsibility to communicate the environmental commitment outlined in this document to its affected employees and/or subcontractors associated with this work.

## **II. Administrative Requirements**

### **a. Regulatory Requirements**

The Contractor/Vendor shall comply with any and all applicable Federal, State, and local statutes, laws, rules, regulations, ordinances, codes, and any amendments relating to the environment, hazardous substances or exposure to hazardous substances; including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Material Transportation Act, Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, and the Safe Drinking Water Act.

### **III. Environmental Policy**

The Dallas City Council adopted the following Environmental Policy in 2005 to guide the City's environmental efforts:

The City of Dallas is committed to a clean, safe and healthy environment. As such, we will exercise environmental stewardship in our dealings with employees, other governments, citizens, City contractors, business, and others in the community for our world today as well as for future generations. Caring for the environment is one of our core values, and this is demonstrated by ensuring our activities are in harmony with the natural world around us.

This commitment is embodied by the following actions:

- Implementation of programs and procedures with intent to meet or exceed all applicable environmental laws and regulations.
- Continual improvement of our environmental performance through proactive environmental management and self-assessments and/or third-party assessments.
- Prevention of pollution at its source through implementation of best management practices and resources conservation measures to reuse, reclaim, and recycle materials we generate.
- Utilization of Environmental Management Systems, as appropriate for our operations, to provide a framework for systematically reviewing and reducing our environmental footprint.
- Employees will abide by all environmental regulations and demonstrate environmental compliance in their daily work practices.
- Educate City employees on Dallas's environmental policies and motivate and encourage employees' to practice environmental stewardship by raising awareness and sensitivity to environmental issues through City policies, regulations, training, and interactive dialogue.
- Outreach to the citizens and businesses of our community by communications of this Policy and education on the importance of environmental stewardship for clean air and water and sustainable development for the City of Dallas.

### **IV. Green Purchasing**

City Contractors/Vendors must recognize the importance of exercising positive environmental stewardship while purchasing products for use on City of Dallas contract. Purchasing environmentally friendly products can reduce costs, minimize environmental legal requirements, decrease human health concerns, and minimize environmental impacts and risks. There are numerous products on the market today which reduce environmental impacts without additional cost. The Dallas City Council passed a resolution (04-1722) on May 26, 2004, affirming that the City will (1) purchase environmentally preferred products, whenever feasible and (2) require Contractors and Consultants to use recycled and other environmentally preferred products whenever feasible. For suggestions on product substitution, please contact your City of Dallas Project Manager, appropriate City of Dallas staff, or OEQ.

## V. Air Quality and Ozone

The City of Dallas is located in a non-attainment area for ozone. Emissions from vehicles and construction equipment exacerbate air quality issues in our region. Contractors may receive information regarding Air Pollution Watch and Warnings by signing up for email notification at [www.trncc.state.tx.us/cgi-bin/monops/warningstatus.html](http://www.trncc.state.tx.us/cgi-bin/monops/warningstatus.html). Your bid specification may also require you to submit a Clean Air Plan to the City of Dallas for your activities. To every extent possible, Contractors and representatives should comply with the following:

- a. Refuel vehicles after 3:00 p.m. or as late in the afternoon as possible. (The only exception to this policy is an emergency response vehicle which may be refueled as necessary to maintain readiness.) DO NOT top off your fuel tank.
- b. Schedule meetings requiring vehicle trips after 10:00 a.m. or as late in the afternoon as possible.
- c. Restrict the use of paints, solvents, cleaners, or other chemicals containing volatile organic compounds (VOCs) until after 10:00 a.m.
- d. Encourage employees to use public transportation or car pool, when possible, to and from work.
- e. Limit idling of vehicles to less than five minutes.

## VI. Material Safety Data Sheets (MSDS)

The MSDS is used to relay important information concerning a chemical to its user or other interested parties, such as spill responders or fire fighters. MSDS must be available for review by employees during their work shift, and must be kept at the facility at all times while the chemical is in use or stored at that facility. MSDS are readily available from the chemical manufacturers or suppliers and generally can be obtained through the manufacturer's website. MSDS for chemicals used on the City's property need to be provided to the City of Dallas Project Manager or appropriate City of Dallas staff before work can begin, or before the chemical is brought onsite.

## VII. Spills and Releases

As a City Contractor/Vendor, you must take measures to prevent pollution of the land, air or waterways including the Stormwater system. If a spill or release occurs, you have a legal responsibility to immediately report such an incident to the appropriate regulatory agency and to the City of Dallas Project Manager or appropriate City of Dallas staff.

Examples of commonly used substances that may cause an adverse effect:

Gasoline/Diesel Fuel	Paints
Antifreeze/Glycol	Solvents
Hydraulic Fluid	Sewage
Lubricating Oil	Chemicals
Other Petroleum Products	Ammonia
Synthetic Oils	Hot Asphalt
Free/ CFCs	Propane

### **VIII. Environmental Notices of Enforcement (NOE) and Notices of Violation (NOV)**

The City must be notified of any NOEs or NOV's received in the last five years as part of the bid package. If a NOV or NOE is issued while doing City work then the Contractor should let their City of Dallas Project Manager or appropriate City of Dallas staff know within 24 hours.

### **IX. Endangered Species**

The Endangered Species Act is a regulation program established for the conservation of threatened and endangered plants and animals and the habitats in which they are found. The U.S. Fish and Wildlife Service of the Department of the Interior maintains the list of 632 endangered species (326 are plants) and 190 threatened species (78 are plants). If an endangered species or nesting birds are uncovered during construction, immediately stop work and notify your City Project Manager or appropriate City of Dallas staff.

### **X. Wetland Regulatory Authority**

Section 404, of the Clean Water Act (CWA), establishes a program to regulate the discharge of dredged or fill material into waters of the United States; including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as dams and levees), infrastructure development (such as highways and airports) and mining projects. Section 404 requires a permit before any dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g. certain farming and forestry activities). City of Dallas Contractors are required to comply with Section 404 of the Clean Water Act and any association permit requirements. If, during construction, a wetland is encountered, avoid the wetland and immediately notify your City Project Manager.

### **XI. Storm Water Control/ Permits**

Federal and State storm water regulations require elimination and/or reduction of pollutants that enter our storm drains, rivers, and washes from rainwater from other sources. Water from any source that contains pollutants is prohibited from entering the storm drain system, which includes streets, catch basins (street grates), ditches, washes and rivers. Pollutants include, but are not limited to sediment, trash, chemicals, oils and/or greases. A storm water permit may be required during construction for disturbance of greater than one acre and a Storm Water Pollution Prevention Plan (SWPPP) developed and implemented. It is important to remember whether a storm water permit is required or not, discharges of pollutants into any water body is strictly prohibited by Federal, State, and local regulations. Please contact your City Project Manager or the City of Dallas Public Works Storm Water division for assistance.