



## CONTRACTOR PERFORMANCE EVALUATION (P/S/D\*)

**Contract Management Department  
City of Austin, Texas**

### I - Contract / Project Data

<b>Project Name:</b>			
<b>CIP ID Number:</b>			
<b>Contract Number:</b>			
<b>Contractor:</b>			
<b>Contractor's Primary Contact:</b>			
<b>Contractor's Address:</b>			
<b>Contractor's Email Address:</b>			
<b>Inspector:</b>			
<b>Project Manager:</b>			
<b>Initial Contract Amount:</b>		<b>Final Contract Amount:</b>	
<b>Original Contract Time:</b>		<b>Final Contract Time:</b>	
<b>Number of Change Orders:</b>		<b>% Change Order Costs:</b>	
<b>Liquidated Damages Assessed:</b>			

### II - Performance Evaluation Summary

Evaluation Criteria	Available	Score
<b>1. Quality of Work Performed</b>	1	0
a) The Contractor performed and completed the work in a good and workmanlike manner in accordance with the contract documents.		
b) Changes in the Work were performed under applicable provisions of the Contract Documents.		
c) Contractor maintained a record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. Upon substantial completion of the Work, these record documents, samples, and shop drawings were promptly delivered to the Owner's Representative.		
<b>2. Timeliness of Performance</b>	1	0
a) The Contractor successfully completed the Work within the Contract Time and by the Contract completion date.		
b) Contractor successfully coordinated the preparation and processing of submittals with performance of construction activities; and transmitted each submittal sufficiently in advance of performance of related construction activities to avoid delay.		
<b>3. Wage Compliance &amp; Required Job Postings</b>	1	0
a) The contractor paid workers no less than the wage rates established in Section 00830, and maintained weekly payroll reports as evidence thereof, in accordance with the requirements of Chapter 2258 of the Texas Government Code.		
b) The Contractor posted all required postings and notices in English and Spanish at one or more conspicuous locations on the job site.		
<b>4. Compliance with Minority and Women-Owned Business Procurement Program</b>	1	0
The Contractor complied with the City of Austin's MBE/WBE Procurement Program requirements; including but not limited to utilization of subcontractors identified to perform work and adherence to requirements associated with post-award changes, approved substitutions, and terminations.		

Evaluation Criteria	Available	Score
<b>5. Invoicing and Payments</b>	1	0
a) Applications for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements		
b) General Contractor made payments to its subcontractors within 10 days of receipt of payment from the City		
<b>6. Compliance with Laws and Regulations</b>	1	0
a) (** GENERAL **) The Contractor gave notices and complied with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof.		
b) (** ENVIRONMENTAL **) The Contractor planned and executed its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution complied with laws and regulations applicable to furnishing and performing the work specified in the contract.		
c) (** TRAFFIC CONTROL **) The Contractor conducted his Work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it was necessary to cross, obstruct or close roads driveways and walks whether public or private, the Contractor provided and maintained suitable safe bridges, detours or other temporary measures to accommodate public and private travel.		
d) (** LIMITS OF CONSTRUCTION (LOC) **) The Contractor confined construction equipment, the storage of materials and equipment and the operations of workers to the site and land areas identified in and permitted by the contract documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements.		
e) (** TX HISTORICAL COMMISSION **) The Contractor took reasonable precaution to avoid disturbing primitive records and antiquities of archeological, paleontological or historical significance. No objects of this nature were disturbed without written permission of Owner and Texas Historical Commission.		
<b>7. Safety and Protection</b>	1	0
a) The Contractor took all necessary precautions for the safety of and provided the necessary protection to prevent damage, injury or loss.		
b) The Contractor initiated, maintained and supervised all safety precautions and programs in connection with the Work.		
c) Contractor complied with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and erected and maintained all necessary safeguards for such safety and protection.		

*\*Note: All evaluation criteria are subject to Probation, Suspension, and Debarment action for failure to adhere to stipulations of the contract.*

**Composite Assessment**

**0**

**Comments:** [Please notate any narratives (i.e., project diaries, inspectors' reports, other pertinent information, etc.) used in determining performance level per Evaluation Criteria]

**PLEASE NOTE: CONTRACT REFERENCES IN THIS DOCUMENT ARE NOT INTENDED, AND SHOULD IN NO MANNER, PRE-EMPT OR TAKE THE PLACE OF, THE CURRENT CONTRACT. PLEASE REFER TO THE CONTRACT DOCUMENTS FOR SPECIFIC STIPULATIONS.**

Evaluation Criteria	Available	Score
COA Project Manager (Signature/Date)		
COA Project Manager's Supervisor (Signature/Date)		
COA Inspector (Signature/Date)		
COA Inspector's Supervisor (Signature/Date)		

# Contractor Evaluation Worksheet

<b>Project Name:</b>	0
<b>CIP ID#:</b>	0
<b>Contract Number:</b>	0
<b>Contractor Name:</b>	0

*\*\*Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.*

	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<b>1</b>			PM & CID	
<p><i>(This section evaluates the Contractor's adherence to the contracted quality requirements; and compliance with minimum standards of material and workmanship in order to insure the performance of the facility according to the design, the management of changes in the Work, and the successful fulfillment of contractual requirements associated with Record Documents.)</i></p> <p><b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract, requiring the execution of the Performance Bond - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b></p> <p><u>Evaluation Measure(s) / Criteria:</u></p>				
<p><b>(a) The Contractor performed and completed the work in a good and workmanlike manner in accordance with the contract documents [Sec. 00700 - 6.13.2]</b></p>			PM & CID	
<p>An affirmative answer requires that the Contractor successfully completed all contract requirements associated with quality, including but not limited to:</p> <ul style="list-style-type: none"> <li>■ All materials and equipment was of good quality and new (including new products made of recycled materials, pursuant to Sec. 361.426 of the Texas Health &amp; Safety Code), except as otherwise provided in the Contract Documents. [Sec. 00700 - 6.2.3]</li> <li>■ Work conforms to the plans &amp; specifications. [Sec. 00700 - 6.13.1]</li> <li>■ Work was performed in a good and workmanlike manner in accordance to the contract documents. [Sec. 00700 - 6.13.1]</li> <li>■ Work is not defective. [Sec. 00700 - 6.13.1]</li> <li>■ The Contractor promptly corrected any defective work or submitted a plan of action, detailing how the deficiency will be corrected within the time frame identified in the notice of defective work. [Sec. 00700 - 13.6]</li> <li>■ Contractor paid all claims, costs, losses and damages caused by or resulting from correction or removal of defective work (including but not limited to all costs of repair or replacement of work of others). [ Sec. 00700 - 13.6]</li> <li>■ All materials and equipment was applied, installed, connected, erected, used, cleaned and conditioned in accordance with instruction of the applicable Supplier, except as otherwise provided in the Contract Documents. [Sec. 00700 - 6.2.3]</li> <li>■ If required by Owner's Representative, Contractor furnished satisfactory evidence reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. [Sec. 00700 - 6.2.3]</li> </ul>				
<p><b>(b) Changes in the Work were performed under applicable provisions of the Contract Documents. [Sec. 00700 - 10.1.2]</b></p>			PM, CID & CMD	
<p>An affirmative answer requires the contractor successfully performed all contract requirements including but not limited to:</p> <ul style="list-style-type: none"> <li>■ Unless Owner's representative granted an extension, Contractor's proposals for changes in the Contract Amount and/or Contract Time were submitted within ten (10) business days of request by Owner's Representative, including impacts to the approved Progress Schedule. [Sec. 00700 - 10.1.2]</li> </ul>				

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*\*\*Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.*

	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<p><b>(c) Contractor maintained a record copy of all Drawings, Specifications, Addenda, Change orders, Change Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. Upon Substantial Completion of the Work, these record documents, samples and shop drawings were promptly delivered to the Owner's Representative. [Sec. 00700 - 6.10]</b></p>			PM, CID & CMD	
<p><b>2 Timeliness of Performance</b></p> <p><i>(This section evaluates the Contractor's successful completion of the Work within the contract completion date/time; and performance with regard to adherence to contract schedule requirements, as well as the Contractor's preparation and timely submission of necessary documents.) [Sec. 00700 - 2.4.2, 2.6 Initially Acceptable Schedule &amp; 6.3 Progress Schedule &amp; Sec. 1300 - Submittals]</i></p> <p><b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract, requiring the execution of the Performance Bond - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b></p> <p><u>Evaluation Measure(s) / Criteria:</u></p>			PM & CID	
<p><b>(a) The Contractor successfully completed the Work within the Contract Time and by the Contract completion date.</b></p> <p>An affirmative answer requires that the Contractor successfully completed all contract requirements associated w/ timeliness, including but not limited to:</p> <ul style="list-style-type: none"> <li>■ Contractor submitted to the owner for review &amp; approval, or acceptance as appropriate, a Baseline Schedule using Microsoft Project software to confirm that all Work will be completed within the Contract Time. (***) due no later than five working days prior to the preconstruction meeting (***) [Sec 00700 -</li> <li>■ The Baseline Schedule contained sufficient detail to indicate the contractor properly [Sec. 00700 - 2.4.2]:                             <ul style="list-style-type: none"> <li>a) identified required work elements and tasks</li> <li>b) provided sufficient and proper workforce and integration of subcontractors</li> <li>c) provided sufficient resources and considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract Time.</li> </ul> </li> <li>■ Commenced work on the date specified in the written "Notice to Proceed" issued by the Owner. [Sec. 00700 - 1.30]</li> <li>■ Consistently advanced the progress of the Work in accordance w/ the Critical path of the Work and the Contract Time and Milestones. [Sec. 00700 - 6.3]</li> <li>■ Adhered to the adjusted baseline schedule. [Sec 00700 - 6.3]</li> <li>■ Contractor efficiently scheduled and coordinated the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor in order to avoid any delays or inefficiencies in the prosecution of the Work. [Sec. 00700 -</li> <li>■ Reached Substantial Completion within the timeline required in the contract. [Sec. 00700 - 1.40, 6.3]</li> <li>■ Reached Final Completion within the timeline established in the contract. [Sec. 00700 - 1.24, 6.3]</li> <li>■ Contractor or its Surety did not have to pay liquidated damages for the failure of the Contractor to timely complete the Work or any portion thereof within the Contract time. [Sec. 00700 - 6.18]</li> </ul>			PM & CID	
<p><b>(b) Contractor successfully coordinated the preparation and processing of submittals with performance of construction activities; and transmitted each submittal sufficiently in advance of performance of related construction activities to avoid delay.</b></p>			PM & CID (w/ A/E support as needed)	

# Contractor Evaluation Worksheet

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**\*\*Note:** For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.

Evaluation Criteria	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<p>An affirmative answer requires that the Contractor provided all contracted submittals according to contract timelines and without adversely impacting the project cost or schedule. Submittals may include:</p> <p><i>(*** Note: This list is provided as an aid to the evaluator(s), but it is not intended to be all inclusive. The PM shall refer to the Technical Specifications for additional requirements.***)</i></p> <ul style="list-style-type: none"> <li>■ Contractor's Construction Schedule [Sec. 01300 - 3.2]</li> <li>■ Submittal Schedule [Sec. 01300 - 3.3]</li> <li>■ Construction Sequence Plans [Sec. 01300 - 3.4]</li> <li>■ Shop Drawings [Sec. 01300 - 3.5 &amp; Technical Specifications]</li> <li>■ Product Data [Sec. 01300 - 3.6 &amp; Technical Specifications]</li> <li>■ Samples [Sec. 01300 - 3.7 &amp; Technical Specifications]</li> <li>■ Quality Assurance and Quality Control Submittals [Sec. 01300 - 3.8 &amp; Technical Specifications]</li> <li>■ Design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other QC submittals as required under other sections of the specifications. [01300 - 3.8.A]</li> <li>■ Certifications [01300 - 3.8.B] <i>(where other sections of the specifications require certification from the manufacturer or responsible engineer that a product, material, or installation complies with specified requirements)</i></li> <li>■ Calculations [01300 - 3.8.C] <i>(prepared and stamped by a Professional Engineer registered in the State of Texas)</i></li> <li>■ Concrete, Controlled Low Strength Material (CLSM), Asphalt Stabilized Base and Hot Mix Asphaltic Concrete Mix Designs and Substantiating Test Data. [01300 - 3.8 D] <i>(Each separate batch plant supplying ASB, HMAc and/or concrete shall submit mix designs for review)</i></li> <li>■ Technical Submittals [Sec. 01300 - 3.9 &amp; Technical Specifications]</li> <li>■ Construction Record Drawings [ Sec. 01300 - 3.11]</li> <li>■ Construction Diaries [ Sec. 01300 - 3.12]</li> <li>■ Temporary Facilities Plan, if applicable [Sec. 00700 - 2.4.2; Sec. 01300; Sec. 01500 - Temporary Facilities]</li> <li>■ Texas Registered Professional Land Surveyor assignment letter, if applicable [Sec. 00700 - 2.4.2]</li> </ul>				
<b>3</b>	<b>Wage Compliance &amp; Required Job Postings and Notices</b>		CMD & CID	
<p><i>(This section evaluates the Contractor's compliance with applicable prevailing wage stipulations and requirements, and evaluates the Contractor's performance with regards to providing information to their employees and the public in posting required documents at the job site.) [Sec.830, Wage Rates and Payroll Reporting (Texas Government Code 2258); Sec. 830; Sec. 810, Article 6, 6.7.4; Div. 1 GCs, Sec. 1500 - 3.21] <b>Note: Wage determination requirements are imposed by city, state, and federal regulations in accordance with the Davis-Bacon Act.</b></i></p> <p><b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract relative to the approved schedule - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b></p> <p><u>Evaluation Measure(s) / Criteria:</u></p>				
<p><b>(a) [Findings captured/noted at point-of-occurrence] The contractor paid workers no less than the wage rates established in Section 00830, and maintained weekly payroll reports as evidence thereof, in accordance with the requirements of Chapter 2258 of the Texas Government Code. [Sec. 00700 - 6.2.1]</b></p>			CMD	
<p>The following criteria will be considered by CMD in the measurement of the Contractor's performance in the area of Wage Compliance:</p> <ul style="list-style-type: none"> <li>- Wage dollar amount discrepancy</li> <li>- Timeliness of response and diligence to resolve (responsiveness in mitigating)</li> <li>- # of VCAPs, severity, type of VCAP (administrative vs. wage compliance), cause, Prime vs. Sub, and historical record (trends)</li> </ul>				

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	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<p><b>(b) The Contractor posted all required postings and notices in English and Spanish at one or more conspicuous locations on the job site.</b> (In the case of projects with multiple sites, the notices and postings must be displayed at each site.) [ Sec. 01500 - 3.21]</p> <p>An affirmative answer requires that the Contractor posted all required notices on the job site, including:</p> <ul style="list-style-type: none"> <li>■ Baseline Schedule for project identifying when all subcontractors will be used</li> <li>■ Wage Rates as required under Section 00830</li> <li>■ Texas Commission on Environmental Quality (TCEQ) "Construction Site Notice", if applicable, as required <u>or</u> the required Texas Pollution Discharge Elimination System (TPDES) information</li> <li>■ OSHA poster "Job Safety and Health; It's the Law"</li> <li>■ City of Austin Rest Break Ordinance Sign [Sec. 00700 - 6.11.6.3]</li> <li>■ Texas Payday Law Poster</li> <li>■ Texas Workers Compensation (TWC) notice</li> <li>■ TWC Employer's Notification of the Ombudsman Program to Employees</li> <li>■ Department of Labor (DOL) - The Uniformed Services Employment and Reemployment Rights Act (USERRA)</li> <li>■ EEOC Equal Employment Act and the Americans with Disabilities Act (ADA)</li> <li>■ Fair labor Standards Act (FLSA) Minimum Wage Poster - Employment Standards</li> <li>■ If applicable: Employee Rights for Workers with Disabilities/Special Minimum Wage Poster - Employment Standards</li> <li>■ "Your Rights Under the Family and Medical Leave Act (FMLA)"</li> </ul> <p><u>Additional Postings Required for Federally Funded Projects:</u></p> <ul style="list-style-type: none"> <li>■ "Employee Rights Under the Davis-Bacon Act"</li> <li>■ Applies to U.S. Department of Transportation (USDOT)/Federal Highway Administration (FHWA) funded projects: "Notice of False Statements Concerning Highway Projects"</li> <li>■ Applies to USDOT/FHWA funded projects: "Contractors EEO Policy"</li> </ul>			CMD & CID	
<p><b>4 Compliance with Minority and Women Owned Business Procurement Program</b></p> <p><i>(This section evaluates the Contractor's compliance with the Austin City Code, Chpt. 2-9A, MBE/WBE Procurement Program - Construction Services)</i></p> <p><b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract, requiring the execution of the Performance Bond - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b></p> <p><u>Evaluation Measure(s) / Criteria:</u></p>			PM & SMBR	
<p><b>The Contractor complied with the City of Austin's MBE/WBE Procurement Program requirements; including but not limited to utilization of subcontractors identified to perform work and adherence to requirements associated with post-award changes, approved substitutions, and terminations.</b></p> <p>An affirmative answer requires that the Contractor successfully performed all contract requirements associated with the City of Austin's MBE/WBE Procurement Program for Construction Services, including but not limited to:</p> <ul style="list-style-type: none"> <li>■ The Contractor presented a work schedule of when the MBE/WBE subcontractors shall be utilized at the job site. [Austin City Code, 2-9A-22-B-1, Post Award Compliance Procedures]</li> <li>■ Contractor provided subcontractor payment information with each request for payment submitted to the City. [Austin City Code, 2-9A-22-C]</li> </ul>			PM & SMBR	



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	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<b>Evaluation Criteria</b>				
<ul style="list-style-type: none"> <li>■ The Contractor secured SMBR Director's written approval prior to making changes to the compliance plan that includes additions, deletions, contract changes and/or substitution of a subcontractor listed in the compliance plan. [Austin City Code, Chpt. 2-9A-23, Post Submission Changes to the Compliance Plan]</li> <li>■ The Contractor followed the procedures set forth in the ordinance for post-award changes to the scope of work. [Austin City Code, Chpt. 2-9A-23 Post Submission Changes to the Compliance Plan, 2-9A-24, Post Award Changes to the Scope of Work]</li> </ul>				
<b>5 Invoicing and Payments</b>			PM & PWD Accounts Payable, CID / Complaints	
<i>(This section evaluates the Contractor's performance with regard to submission of accurate and complete payment applications; prompt payment of subcontractors at all levels, and adherence to contract requirements associated with compensation.) [Reference Sec. 00700, Article 14].</i>				
<u>Evaluation Measure(s) / Criteria:</u>				
<b>(a) Applications for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements [Sec. 00700 - 14.1.1 and 14.1.6]</b>			PM & PWD Accounts Payable, CID	
Applications for payment shall include:				
<ul style="list-style-type: none"> <li>■ Updated Progress Schedule</li> <li>■ Monthly subcontractor report</li> <li>■ any other documentation required under the Supplemental General</li> </ul>				
<b>(b) General Contractor made payments to its subcontractors within 10 days of receipt of payment from the City [*Tx. Prompt Payment Law*; Sec. 00700 - Article 6, 6.4.7; Texas Govt. Code, Title 10 - Ch. 2251, Sec. 2251.022]</b>			PM & PWD Accounts Payable, CID / Complaints	
<b>6 Compliance w/ Laws and Regulations</b>			PM, CID & PDR (w/ A/E support as needed)	
<i>(This section evaluates the Contractor's compliance with all laws and regulations applicable to furnishing and performing the work specified in the contract.) [Sec. 00700 - 6.7]</i>				
<b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract, requiring the execution of the Performance Bond - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b>				
<u>Evaluation Measure(s) / Criteria:</u>				
<b>(a) (***) GENERAL (***) The Contractor gave notices and complied with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. [ Sec. 00700 - 6.7.1]</b>			PM & CID (w/ A/E support as needed)	



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	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<p><b>(b) (** ENVIRONMENTAL **) The Contractor planned and executed its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution complied with laws and regulations applicable to furnishing and performing the work specified in the contract. [Sec. 0700 - 6.7.2]</b></p>			PM, CID & PDR (EV Inspection)	
<p>An affirmative answer requires that the Contractor gave all notices and complied with all laws and regulations regarding clean water, air, and earth</p> <ul style="list-style-type: none"> <li>■ The contractor fulfilled their contractual obligations with regards to compliance with the Texas Pollution Discharge Elimination System (TPDES) permitting requirements, for the installation and maintenance of temporary and permanent erosion and sediment controls, and storm water pollution prevention measures throughout the construction period. [Sec. 00810 - 6.7.4]</li> </ul>				
<p><b>(c) (** TRAFFIC CONTROL **) The Contractor conducted his Work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it was necessary to cross, obstruct or close roads driveways and walks whether public or private, the Contractor provided and maintained suitable safe bridges, detours or other temporary measures to accommodate public and private travel. [ Sec 01500 - 3.20, Sec. 01550]</b></p>			PM, CID & ATD (ROW Mgmt)	
<p><b>(d) (** LIMITS OF CONSTRUCTION (LOC) **) The Contractor confined construction equipment, the storage of materials and equipment and the operations of workers to the site and land areas identified in and permitted by the contract documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements. [ Sec 00700 - 6.9.1, Use of Premises]</b></p>			PM, CID & PDR (EV Inspection)	
<p><b>(e) (** TX HISTORICAL COMMISSION **) The Contractor took reasonable precaution to avoid disturbing primitive records and antiquities of archeological, paleontological or historical significance. No objects of this nature were disturbed without written permission of Owner and Texas Historical Commission. [Sec. 00700 - 4.2.4]</b></p>			PM & CID	
<p><b>7 Safety and Protection</b></p>			PM & CID (+ Risk Mgmt/ ROCIP staff as needed)	
<p><i>(This section evaluates the Contractor's performance in being responsible for initiating, maintaining, and supervising all safety precautions and programs associated with the Work.) [Sec. 00700 - 6.11, Sec. 01500 - 3.7]</i></p> <p><b>Note: Contractor is subject to Probation, Suspension, Debarment action for failure to adhere to stipulations of the contract, requiring the execution of the Performance Bond - administered in accordance with COA Purchasing Office Probation, Suspension, Debarment Procedures for Vendors, 4/02/2010</b></p> <p><u>Evaluation Measure(s) / Criteria:</u></p>				
<p><b>(a) The Contractor took all necessary precautions for the safety of and provided the necessary protection to prevent damage, injury or loss to:</b></p>			PM & CID (+ Risk Mgmt/ ROCIP staff as needed)	

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Evaluation Criteria	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
<ul style="list-style-type: none"> <li>■ all persons on the work site or who may be affected by the Work [Sec. 00700 - 6.11.1.1]</li> <li>■ all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and [Sec. 00700 - 6.11.1.2]</li> <li>■ other property at the site or adjacent thereto, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction. [Sec. 00700 - 6.11.1.3]</li> </ul>				
<p><b>(b) The Contractor initiated, maintained and supervised all safety precautions and programs in connection with the Work. [Sec. 00700 - 6.11.1]</b></p>			PM & CID (+ Risk Mgmt/ ROCIP staff as needed)	
<p>An affirmative answer requires that the Contractor complied with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and that the Contractor erected and maintained all necessary safeguards for such safety and protection. Safety measures may include but are not limited to:</p> <ul style="list-style-type: none"> <li>■ Contractor designated in writing a qualified and experienced safety representative at the site whose duties and responsibilities include safety training, identifying and mitigating hazardous conditions and unsafe work practices; and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the project. [Sec. 00700- 6.11.3] <i>(***Note: The Safety Representative shall report directly to a company executive, not an on-site project manager. Additional requirements associated w/ the safety representative are shown in Sec. 00700 &amp; 00810 6.11.3.***)</i></li> <li>■ The Safety representative verified that all construction workers on the site, whether employed by the Contractor or subcontractors, completed the OSHA 10-Hour Construction Industry Training Outreach Program, and ensured that workers completed all OSHA specific or other training needed to perform their job assignments. [Sec. 00700 - 6.11.3.2 &amp; 6.11.3.3]</li> <li>■ Contractor complied with all provisions of the Project Safety Manual / Plan and Site Security Plan. [Sec. 00810 - 6.11.2 &amp; Sec. 00700- 6.11]</li> <li>■ The Contractor and all of its subcontractors are familiar with and complied with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") [Sec. 00700 - 6.11.2]</li> <li>■ Before commencing any excavation which will exceed a depth of 5 feet (5'), the Contractor provided the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications included a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions. [Sec. 00700 - 6.11.2]</li> <li>■ <u>Hazard Communication Programs</u>: Contractor coordinated any exchange of material safety data sheets (MSDS) or other hazard communication information required to be made available to or exchanged between or among employees at the site in accordance with laws and regulations [Sec. 00700 - 6.11.4]</li> <li>■ <u>Emergencies</u>: The Contractor complied with the applicable contract requirements in emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto. [Sec. 00700 - 6.11.5]</li> <li>■ <u>Rest Breaks</u>: Contractor complied with the City of Austin's Rest Break Ordinance. [Sec. 00700 - 6.11.6 &amp; Ordinance No. 20100729-047]</li> <li>■ Contractor did not load nor permit any part of any structure to be loaded in any manner that will endanger the structure. [Sec. 00700 - 6.9.3]</li> </ul>				

## Contractor Evaluation Worksheet

Project Name:	0
CIP ID#:	0
Contract Number:	0
Contractor Name:	0

*\*\*Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.*

Evaluation Criteria	Yes or N/A** (1 point)	No (0 points)	Reviewing Party	Score
(c) Contractor complied with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and erected and maintained all necessary safeguards for such safety and protection. [Sec. 00700 - 6.11.2]			PM & CID (+ Risk Mgmt/ ROCIP staff as needed)	

**TOTAL** 0

*\*\*Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses,*

If any answer is "No," or any additional details are needed to support responses, provide explanation below.

Comments:

**\*\*\*NOTE: Reference to contract sections shown in this worksheet are based on the City of Austin's Standard Construction Bid Documents / Contract as of April 22, 2013. General areas of interest being evaluated may be located in other sections of the contract. This document represents the evaluation of the totality of performance.**

Evaluation Performed by:

(Signature) :	
(Printed Name, Title & Date) :	

**PLEASE RETURN FINAL EVALUATION TO:**

**Contractor Evaluation Worksheet**

<b>Project Name:</b>	0
<b>CIP ID#:</b>	0
<b>Contract Number:</b>	0
<b>Contractor Name:</b>	0

*\*\*Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.*

<b>Evaluation Criteria</b>	<b>Yes or N/A** (1 point)</b>	<b>No (0 points)</b>	<b>Reviewing Party</b>	<b>Score</b>
CONTRACT MANAGEMENT DEPARTMENT 505 BARTON SPRINGS RD., 10TH FLOOR, STE #1045 AUSTIN, TEXAS 78704				