



CITY OF HOUSTON

INVITATION TO BID

July 10, 2009

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, July 30, 2009**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

**JONES PLAZA CANOPY REPLACEMENT / CONSTRUCTION PROJECT
FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT
Bid No. S50-C23329
NIGP Code: 155-85**

Buyer:

Questions regarding this solicitation should be addressed to Arturo Lopez, Senior Procurement Specialist, at **832-393-8731** or e-mail to arturo.lopez@cityofhouston.net

Electronic Bidding:

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #1, City Hall, 901 Bagby, at 10:00 am. on Thursday, July 23, 2009. The site visit will be scheduled at the pre-bid conference.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing/index.html. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances Section 15-1.

***CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL TERMS AND CONDITIONS, GENERAL, SUPPLEMENTAL CONDITIONS AND BOND FORMS

*NOTE 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of letters of clarification. Therefore, bidders must read the solicitation document in its entirety and comply with all the requirements set forth therein.

*NOTE 2: **To be considered for award please submit the electronic bid form and the forms listed in section A, including the signature page, which must be signed by a company official authorized to bind the company and a 10% Bid Bond.**

SECTION A



**FORMAL ONE-TIME BID
JONES PLAZA CANOPY REPLACEMENT / CONSTRUCTION PROJECT
FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT
Bid No. S50-C23329
NIGP Code: 155-85**

To The Honorable Mayor
and City Council Members
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to provide services necessary for the **Jones Plaza Canopy Replacement / Construction Project, located at 600 Louisiana, for the Convention and Entertainment Facilities Department**, F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

The City reserves the option, after bids are opened, to adjust the quantities listed on the electronic bid form upward or downward, subject to the availability of funds, and/or make award (s) on a line item basis.

SECTION A

Documents/forms must be downloaded from the City's Website
<http://www.houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this bid:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
10% Bid Bond
Contractor References / Questionnaire
Pay or Play Health Insurance Program Acknowledgement Form 1A
Pay or Play Certification of Agreement Form 2

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
Formal Instructions for Bid Terms
Drug Forms
Construction Insurance
Construction Insurance OCP
Construction 2009 Building Construction Wage Rate
Bonds for Construction

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than 4:00 PM, Friday, July 24, 2009.

PERMITS:

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

CITY BUILDING CODES:

All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. The Contractor will immediately correct any deficiencies discovered during work or after completion. Failure to correct deficiencies will result in the City having corrections made at the Contractor's expense.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the total amount bid by the Contractor. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

PERFORMANCE BOND and PAYMENT BOND:

The successful Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of the Contract if the award is in excess of \$25,000.00.

The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

MAINTENANCE BOND:

The Contractor shall furnish a maintenance bond in the total (100%) bid amount in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

QUALITY AND WORKMANSHIP

The bidder must be able to demonstrate upon request that it has performed satisfactorily, services similar to the services specified herein. The bidder will provide records of warranty and repair services performed for others upon request. The City of Houston shall be the sole judge whether the services performed are similar to the scope of services specified herein.

CONTRACTOR’S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, similar in size and scope, for the **Jones Plaza Canopy Replacement / Construction Project** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed a Jones Plaza Canopy Replacement / Construction Project.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder’s capability and experience shall be a factor in determining the Contractor’s responsibility.**

- 1. Business Name: _____
Business Address: _____
City, State, Zip _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____
- 2. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____
- 3. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____

SITE INSPECTION

The City of Houston reserves the right to inspect the bidder’s current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 SUMMARY OF WORK

1.1 SECTION INCLUDES

- 1.1.1 The main focus of the work for Jones Plaza renovations call for the replacement of covering to the existing steel canopy shade structures (The Plaza). Additional scope includes replacement of shade/weather panels at the 4 corner stairwells which lead to the underground parking (Stairwell Covers).
- 1.1.2 The current Jones Plaza is the result of extensive renovations done in 1999. The entirety of the plaza sits atop 3 levels of underground parking at the Theater District Parking Center. Additional renovations were undertaken in 2004 to upgrade the exterior face of exhaust shafts sitting at each corner of the plaza, as well as to provide climate cover at the concrete stairs leading down to the underground parking. All shade/climate structures, both fabric and polycarbonate suffered extensive damage as a result of Hurricane Ike in the fall of 2008.

1.2 THE PLAZA

- 1.2.1 The existing canopy framing structure at both the elevated Plaza and the stair covering is painted steel. The upper canopy 'umbrella' sits approximately 21' above the plaza surface at the low point and 24' above the surface at the high point.
- 1.2.2 The original covering for Shade structure "A" consisted of 4' wide, flat 16mm lexan/polycarbonate panel with aluminum "H" pressure bars running in the direction of the canopy slope. A continuous gutter is located at the low point, diverting runoff to (2) steel downspouts which carry the water to the plaza surface and into nearby area inlets. This gutter as well as the downspouts are still in place. The remainder of the existing canopies (4) have to this point, been covered with a pervious sun shade fabric. There is no existing integral gutter, nor are there downspouts. There is no plan with these renovations, to duplicate downspouts.
- 1.2.3 The current scope calls for the re-covering of all 5 canopies with polycarbonate panels. Details show a 12mm panel with 'turned up' edges which will be received in a 'batten type' system. Equal products and attachments will be considered.
- 1.2.4 For the most part, the existing canopies range in length from 50' to 90' with a width of 32'. The total SF for the polycarbonate covering will be approximately 9,000 sf. detailing for gutters at center low-point valleys are shown in the architectural drawings. Runoff will 'scupper' off the ends of the canopies.
- 1.2.5 Architectural plans call for (2) colors of polycarbonate. The locations are shown on architectural drawings. Bidders to provide range of standard as well as custom colors when bidding project. Bidders are to include information related to additional charges for custom colors, as well as information related to minimum quantities.

1.3 STAIRWELL COVERS

- 1.3.1 The existing canopy framing structure at the stair covering is painted steel. The original covering was flat VA" polycarb/lexan. No slope was incorporated into this

earlier installation, and as a result the panels have failed due to warping.

1.3.2 The new installation calls for the same polycarbonate provided for the Plaza covering. These panels will be affixed to an aluminum canopy sub frame (as shown in the architectural drawings) and then secured to the existing painted steel vertical posts with stainless steel clips.

1.3.3 Only one color is called out for these stairwell canopies, and will be selected from one of the colors selected for the main plaza.

2.0 CONTRACT TERM

2.1 The Contractor shall have 60 calendar days, to complete all work herein and in the attached drawings after receipt of the Notice – To – Proceed from the City.

3.0 DRAWINGS

3.1 Structural drawings seen below beginning on page 8 of 25.

DRAWINGS 1 THROUGH 9

A PDF version of the drawings can be viewed at the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>

DRAWING INDEX

ISSUE INFORMATION

INDEX	BID PRICE
A-0.00 INDEX	
A-1.01 ROOF PLAN	
A-2.01 CANOPY A ROOF PLAN	
A-2.02 CANOPY B ROOF PLAN	
A-2.03 CANOPY C ROOF PLAN	
A-2.04 CANOPY D ROOF PLAN	
A-2.05 CANOPY E ROOF PLAN	
A-2.06 STRONGID CANOPY	
A-12.01 CANOPY DETAILS	

KEY NOTES

SHEET NOTES

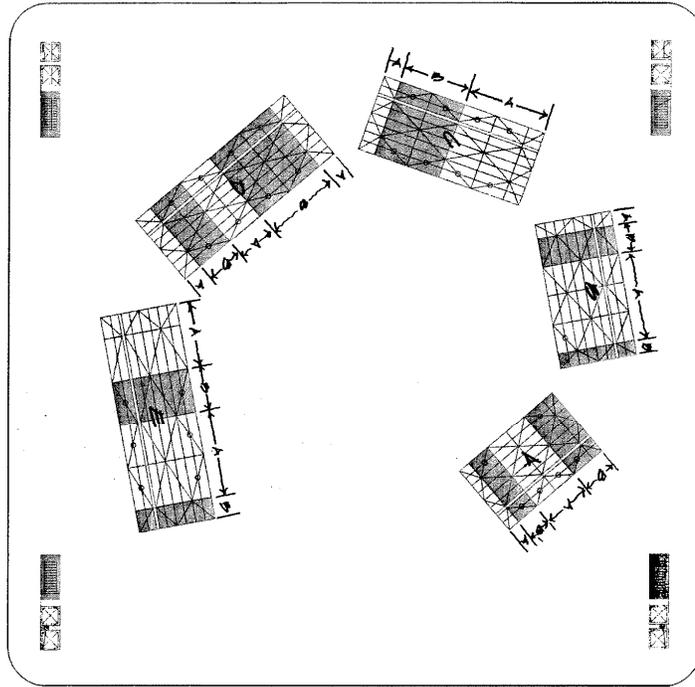
Gensler
 211 Louisiana Street
 Suite 300
 New Orleans, LA 70112
 (504) 581-1000

Professional Seal and Stamp area containing a circular seal and associated text for the architect's signature and registration.

A-0.00

NOTE: REVISIONS SHOWN ARE NOT PART OF THE FINAL DRAWING.

SMITH STREET



CAPITOL AVENUE

TEXAS AVENUE

LOUISIANA STREET



REFER TO 2. GENIUS
SHEETS FOR DIMENSIONS

KEY NOTES

SHEET NOTES

711 Louisiana Street
Houston, TX 77002
Tel: 713 664 0000
Gensler



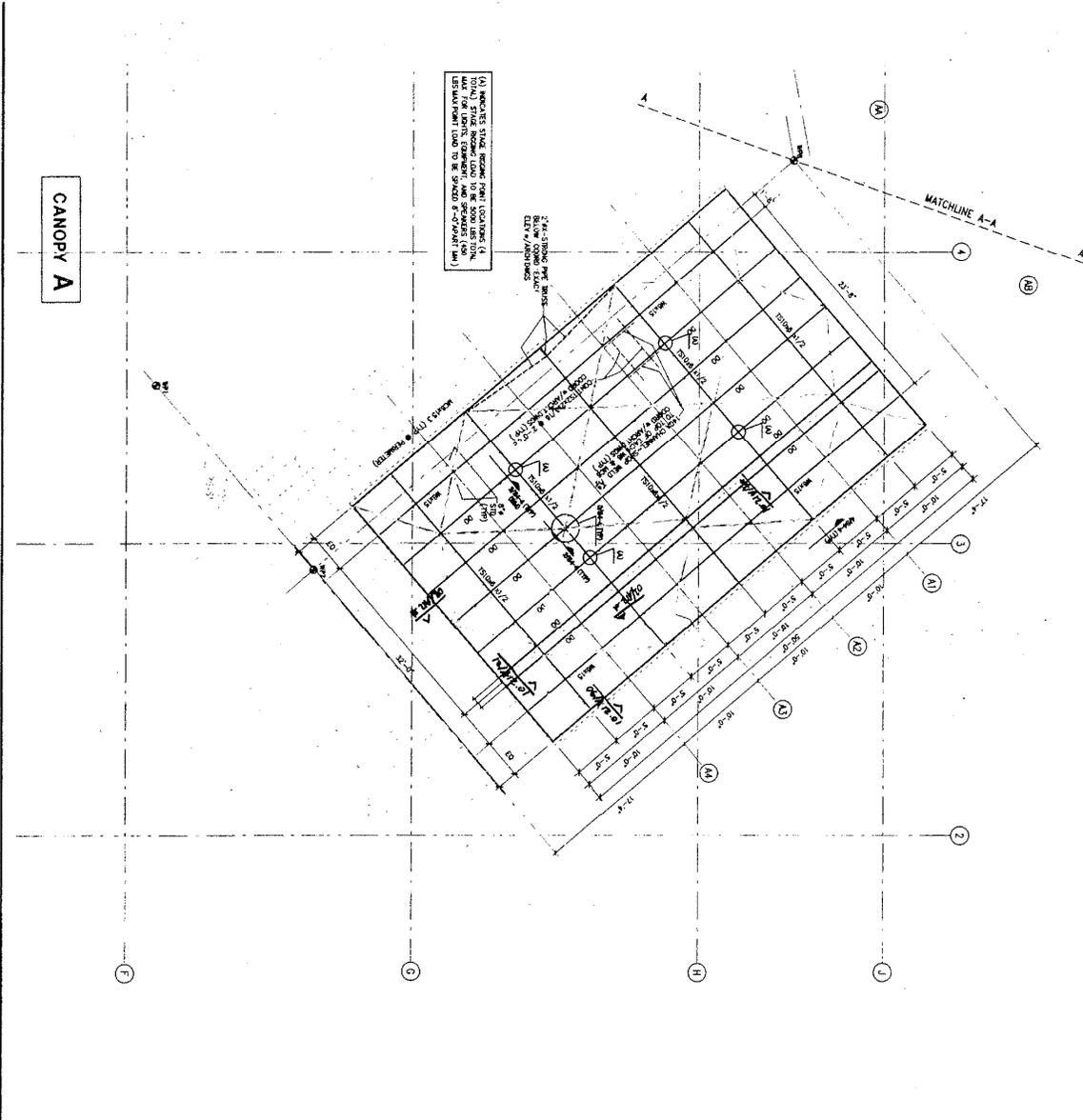
NOTE:
PROVIDE (2)
FROM POLYCARB
PANELS. SEE BELOW

KEY

- A. POLYCARBONATE
- B. POLYCARBONATE
- C. POLYCARBONATE
- D. POLYCARBONATE
- E. POLYCARBONATE
- F. POLYCARBONATE
- G. POLYCARBONATE
- H. POLYCARBONATE
- I. POLYCARBONATE
- J. POLYCARBONATE
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- R. POLYCARBONATE
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- V. POLYCARBONATE
- W. POLYCARBONATE
- X. POLYCARBONATE
- Y. POLYCARBONATE
- Z. POLYCARBONATE

A-101

KEY NOTES



SHEET NOTES
 FIELD DIMENSIONS ARE EXISTING OCCUPANCY
 AND NOT TO BE CONSIDERED FOR DESIGN
 DIMENSIONS UNLESS OTHERWISE NOTED

Gensler
 711 Lombard Street
 Suite 500
 San Francisco, CA 94102
 Tel: 415.774.6000

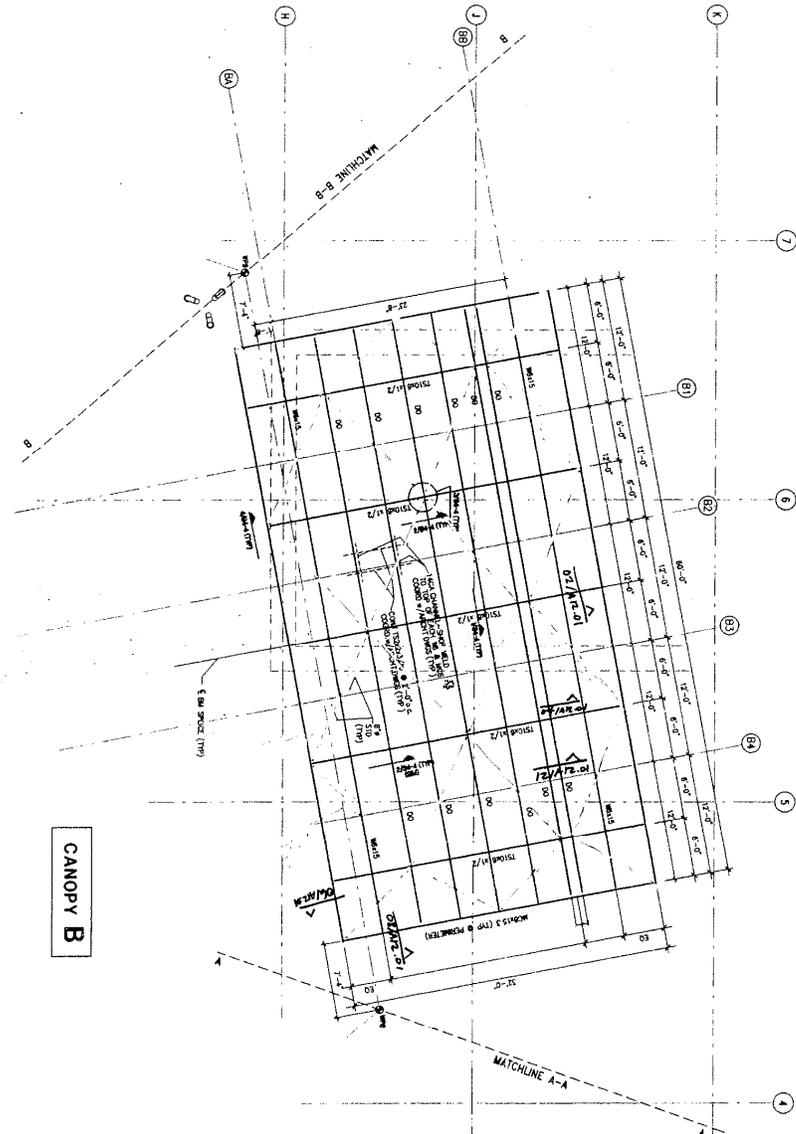
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 Date: 10/1/2009
 Project: 10/1/2009
 Title: 10/1/2009



Project Name: JOHNSON CITY CANOPY DETAILS
 Project Number: 10/1/2009
 Designer: ROBERT J. KELLY
 Title: P.E.
 License: 45678
 State: CA
 Date: 10/1/2009
 Project: 10/1/2009
 Title: 10/1/2009

A-2.01

KEY NOTES



CANOPY B

Gensler
 211 Franklin Street
 Suite 200
 San Francisco, CA 94102
 Tel: 415.774.2000

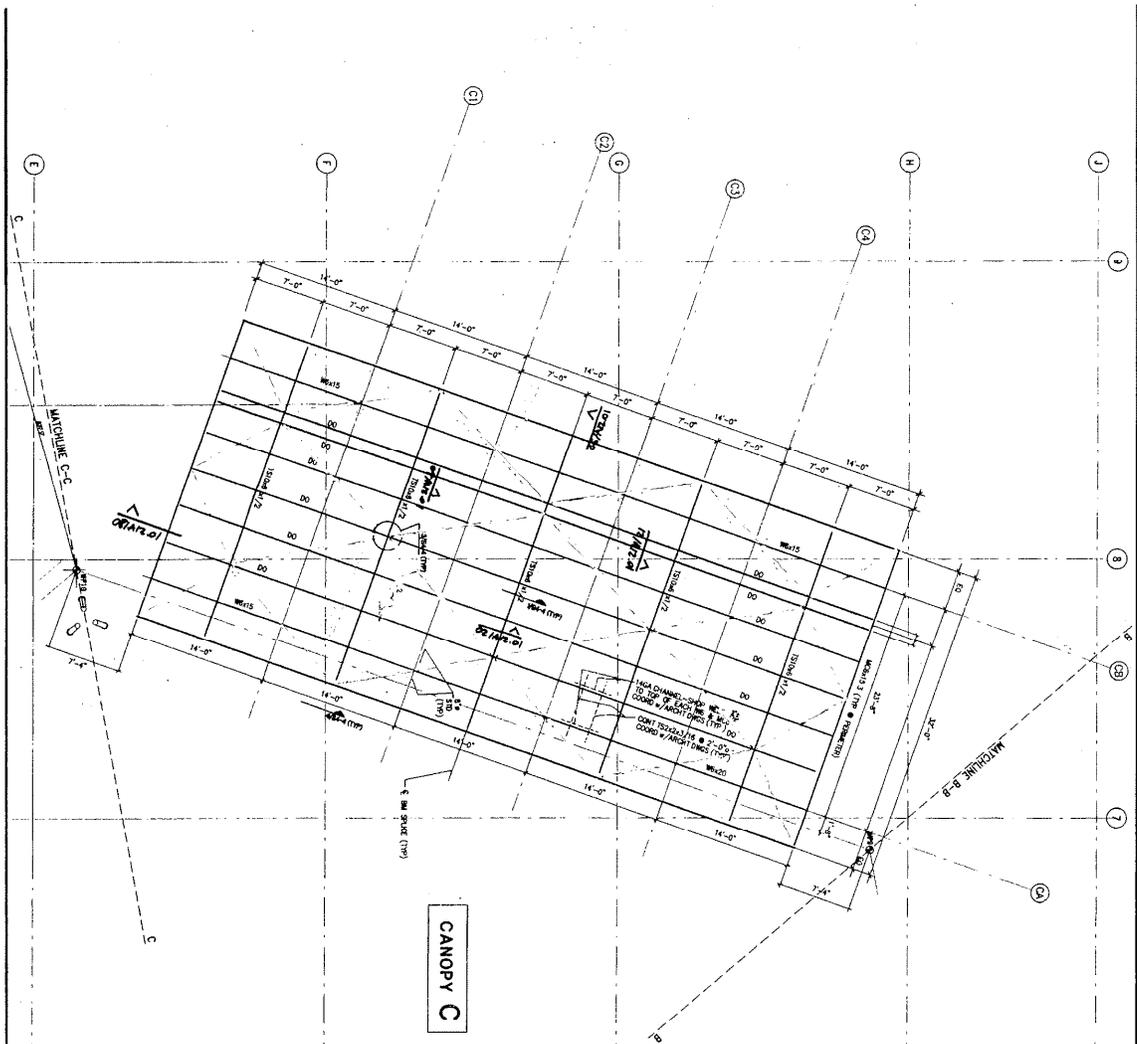
SHEET NOTES
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

Scale: 1/4" = 1'-0"
 Date: 10/1/02
 Drawn: [Name]
 Checked: [Name]



Project: [Name]
 Architect: [Name]
 Structural Engineer: [Name]
 Date: 10/1/02

A-202



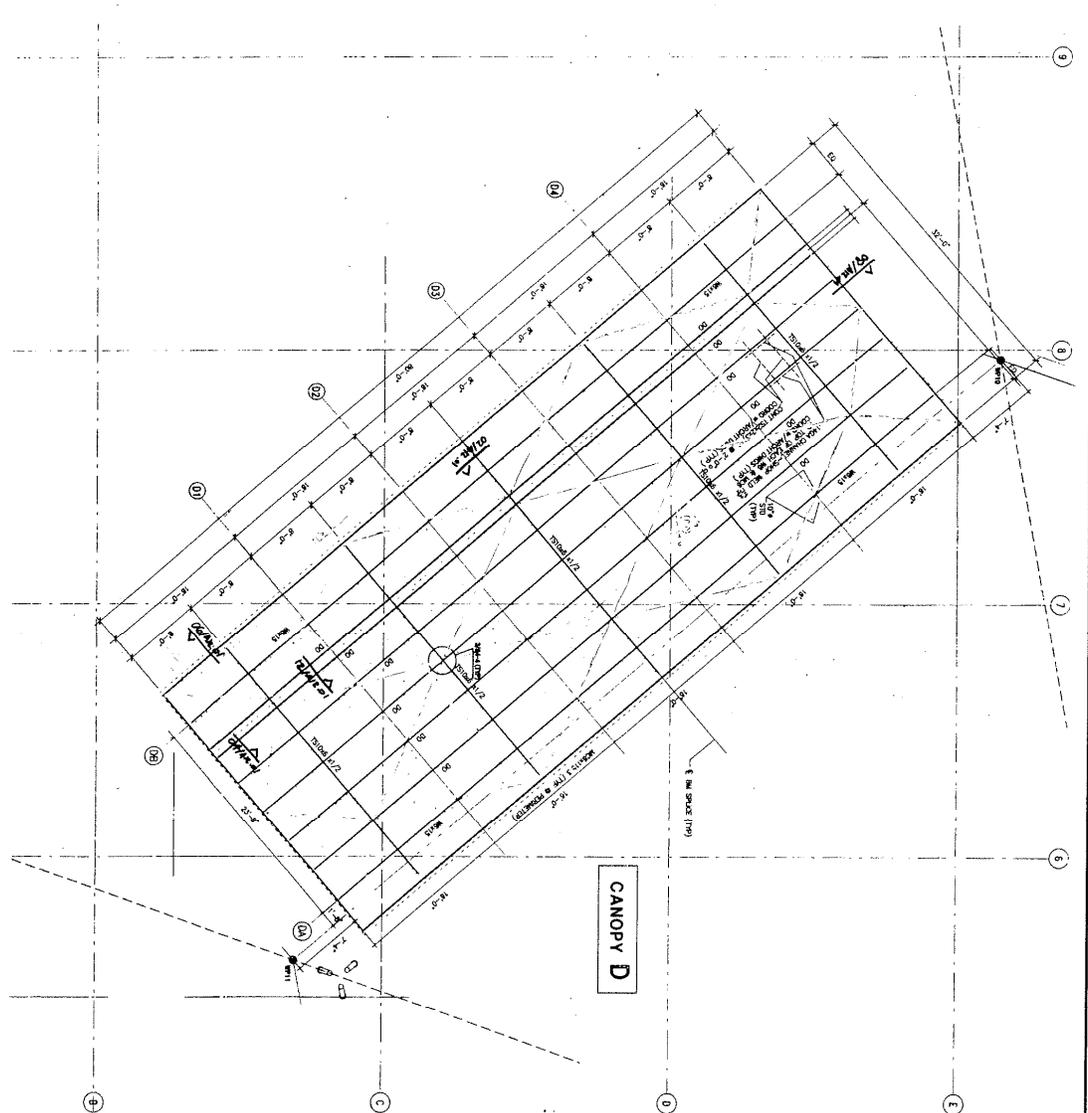
KEY NOTES

SHEET NOTES
 THIS DRAWING IS THE PROPERTY OF GENSLER AND SHALL REMAIN THE PROPERTY OF GENSLER. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

Gensler
 211 East 57th Street
 New York, NY 10022
 Tel: 212 512 2000



Project Name: 2017-18-19-2018-19-2019-20
 Project Number: 02/17/18
 Drawing Title: CANOPY C EROSION PLAN
 Scale: 1/8" = 1'-0"
A-2.03



KEY NOTES

CANOPY D

SHEET NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

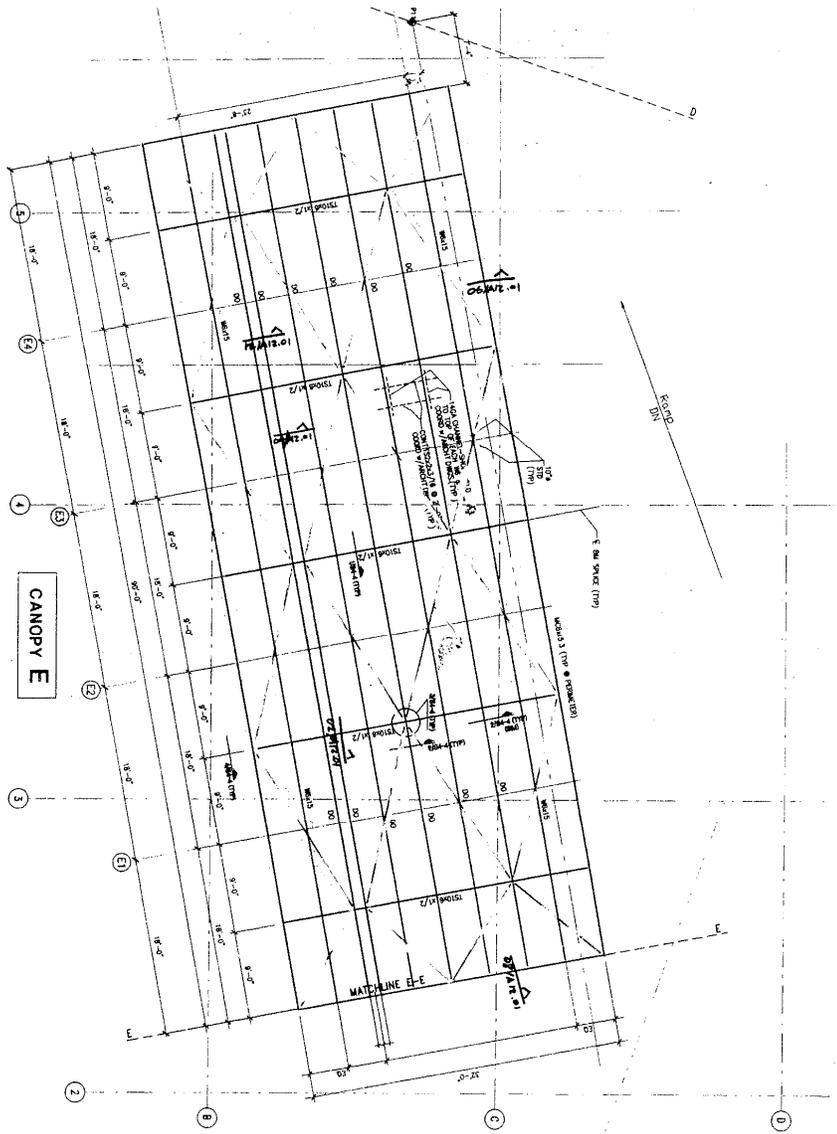
DATE: 08/11/2023
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

Gensler
 111 Madison Street
 Boston, MA 02114
 Tel: 617.452.5000



A-2.04

KEY NOTES



TITLE: "CANOPY E"
 SCALE: AS SHOWN
 PROJECT: "CANOPY E"
 DATE: 11/11/11

SHEET NOTES

THIS DRAWING IS THE PROPERTY OF GENSLER
 AND IS NOT TO BE REPRODUCED OR COPIED
 IN ANY MANNER WITHOUT THE WRITTEN
 PERMISSION OF GENSLER.

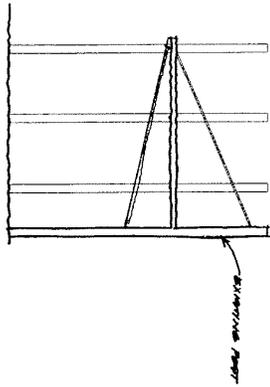
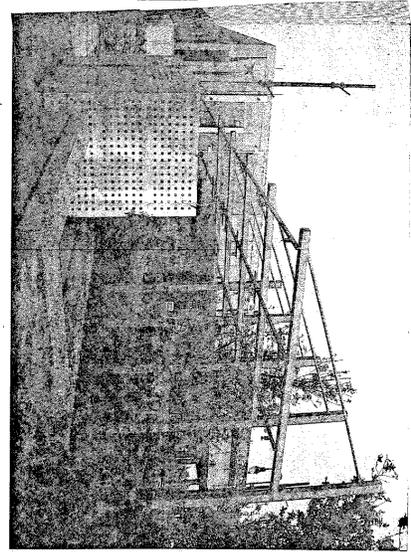
DATE: 11/11/11
 DRAWN BY: J. B. BERRY
 CHECKED BY: J. B. BERRY



PROJECT: "CANOPY E"
 CLIENT: "CANOPY E"
 DATE: 11/11/11
 SCALE: AS SHOWN
 PROJECT: "CANOPY E"

NOTE: REFER TO SHEET "CANOPY E" FOR DETAILS.

A-2.05

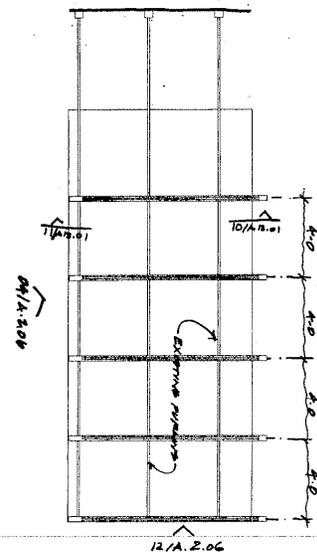


SIDE ELEVATION

12

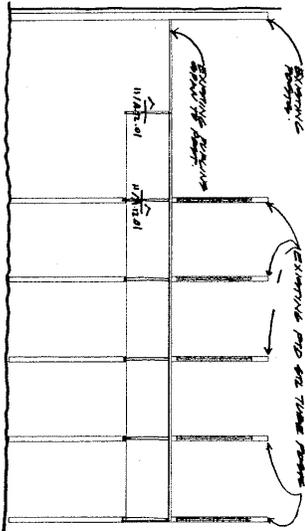
ELEVATION AT HEADER

04



STAIRWELL CANOPY ROOF PLAN

02



NOTE: EXISTING MEMBERS MAY NOT OPERATE ON THE SAME

KEY NOTES

SHEET NOTES

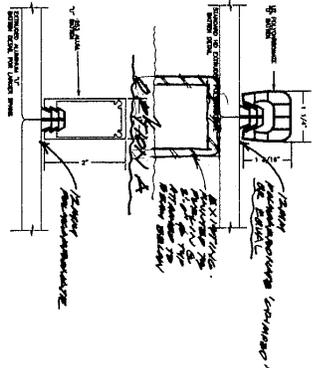
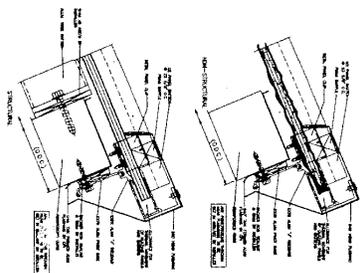
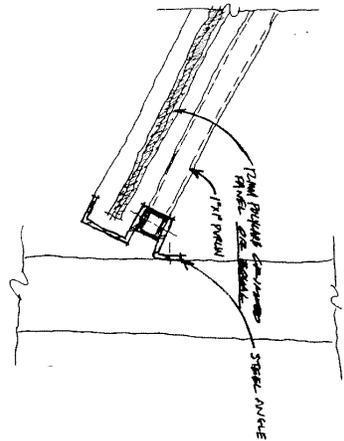
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. MATERIALS ARE TO BE AS SHOWN IN THE SPECIFICATIONS.
 4. MATERIALS ARE TO BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS.

Gensler
 211 Louisiana Street
 Houston, TX 77002
 Tel: 713.866.0000



A-2.06

KEY NOTES



STAIRWELL CANOPY SILL DETAIL

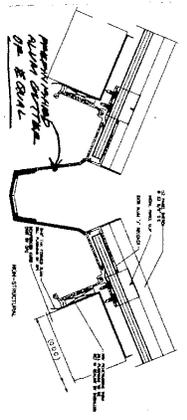
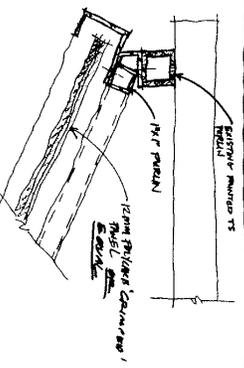
HEAD DETAIL

CANOPY PANEL FASTENER

SHEET NOTES

THESE DRAWINGS ARE EXISTING DOCUMENTATION. GENSLER HAS CONDUCTED VISUAL GENERAL VERIFICATION AND PHOTO DOCUMENTATION. MATERIALS ARE FINALLY IDENTIFIED AS PER C.F. 108 ALL SYSTEMS

STAIRWELL CANOPY HEAD DETAIL



CANOPY GUTTER DETAIL

12 END DETAIL

08 SILL DETAIL

04

NOTE: EXISTING SHEETWORK WAS NOT AVAILABLE FOR THIS DRAWING

Gensler
 711 Broadway Street
 Suite 600 # 2700
 New York, NY 10003
 Tel: 212.644.6500



Project Name: JAMES P. KELLY - CANOPY DETAILS
 Project Number: 03.0037.000
 Date: 03.08.2011
 Drawing Title: CANOPY DETAILS
 Scale: As Shown
A-12.01

SECTION C

A PDF version of this Building Wage Scale
can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>

GENERAL TERMS AND CONDITIONS

A PDF version of the General Terms and Conditions can be viewed on the
following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2005 edition of General Conditions.
Unaltered portions of General Conditions remain in effect.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 Contractor shall make good faith efforts to comply with the City ordinances regarding Minority and Women Business Enterprises (MWBE) and Persons with Disabilities Business Enterprises (PDBE) participation goals which are as follows:

- .1 the MWBE goal is 0 percent, and
- .2 the PDBE goal is 0 percent.

3.28 **CONTRACTOR DEBT**

3.28.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.**

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Delete Paragraph 8.1.6. and replace with the following 8.1.6.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be **\$50.00 per hour** per inspector for inspection services.

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*
- 9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.
- 9.12 **LIQUIDATED DAMAGES:** *Insert the following Paragraph 9.12.1.1.*
- 9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are **\$800.00 per day.**

ARTICLE 11 - INSURANCE AND BONDS

- 11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.*
- 11.2.1.4 Contractor shall provide Owners and Contractor's Protective Liability Insurance only if the contractor's bid price is equal to or greater than \$100,000.00.
- 11.2.8 *Endorsement of Primary Insurance:* Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

Document 00612
ONE-YEAR MAINTENANCE BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$_____, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

Document 00610
PERFORMANCE BOND

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$_____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

- 1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or

- 2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)
 WITNESS: (if not corporation)

 (Name of Principal)

 (Address of Principal)

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

ATTEST/SEAL
 SURETY WITNESS:

 (Name of Surety)

 (Address of Surety)

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

 Date

 Paralegal

Document 00611
STATUTORY PAYMENT BOND

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$ _____ for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Houston for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date