



CITY OF HOUSTON INVITATION TO BID

Issued: *February 15, 2013*

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 AM Thursday, March 21, 2013** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

CLEANING AND SEALING OF CRACKS IN PAVEMENT SURFACES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

BID INVITATION NO.: S50-C24521

NIGP CODE: 913-84 / 750-32

BUYER

Questions regarding this solicitation document should be addressed to **Arturo Lopez, Senior Procurement Specialist**, at (832) 393-8731, or e-mail to arturo.lopez@houstontx.gov.

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.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 1 (Basement), Houston, Texas 77002 at **9:00 AM on Tuesday, February 26, 2013**.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed 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 <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all 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:**

SECTION A: OFFER

SECTION B: SCOPE OF WORK/SPECIFICATIONS

SECTION C: GENERAL TERMS & 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 bid 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 Official Signature Page, which must be signed by a company official authorized to bind the company.

SECTION A



**CLEANING AND SEALING OF CRACKS IN PAVEMENT SURFACES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S50-C24521
NIGP CODE: 913-84 / 750-32**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Work Order Contract for Cleaning and Sealing of Cracks in Pavement Surfaces Citywide for a three-year period with two (2) one-year option periods to extend for the Public Works and Engineering Department"**, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. 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 the 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 its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Cleaning and Sealing of Cracks in Pavement Surfaces** for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

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 - REQUIRED FORMS
Affidavit of Ownership.
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
10% Bid Bond

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 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000 / Insurance Endorsements
Sample OCP Insurance Policy
Bonds for Construction (Performance, Maintenance and Statutory Payment)
Pay or Play Form 2 / Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form 3
2013 Engineering Wage Scale

Note:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B405, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov **no later than 4:00 PM, Monday, March 4, 2013.**
2. Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.
3. All approvals and/or changes must be done in writing.

PRICING ADJUSTMENTS:

The contract prices shall not be adjusted during the entire term of the contract. Therefore, bidders, when preparing its bid, should take into account inflation and other market factors when pricing each contract year.

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 Bid Amount** (Five Year Total). 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.

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.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the inspector in charge.

PRE-AWARD REQUIREMENT:

If the City accepts the foregoing offer, the selected Bidder promises to deliver to the Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance, as outlined in the Supplementary Conditions , and Maintenance, Payment and Performance Bonds on or before the fifth (5th) workday following the day this Bidder receives from the City the unsigned counterparts and shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

CONTRACT TYPE:

This is a Work Order Contract. The Contractor shall perform all work necessary for any required permits, pay all fees, call for all inspections, and provide the City a Certificate of Compliance for work upon completion of the project.

SUBMISSION OF QUOTATION FORMS:

"Submission or attachment of Quotation Forms or any other extraneous information containing alternative

terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive".

ETHICS LANGUAGE:

The respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder's formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information

HIRE HOUSTON FIRST:

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD

THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

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***, for ***cleaning and sealing of cracks in pavement surfaces*** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed *cleaning and sealing of cracks in pavement surfaces*.** 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. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
4. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____
5. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

**SECTION B
SCOPE OF WORK
FOR
CLEANING AND SEALING OF CRACKS IN PAVEMENT SURFACES**

1.0 PROJECT GENERAL:

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, safety, insurance, transportation, and permits necessary to perform all operations in connection with the cleaning and filling of random cracks in pavement surfaces including, but not limited to removal of vegetation and sterilization of cracks citywide. It is intended that this work shall consist of cleaning and sealing the existing transverse and longitudinal cracks, joints, random cracks in bituminous pavement surfaces.
- 1.2 The quantities shown are estimates only. Actual payment for the work shall be determined by field measurements of work completed on an as needed bases. Cracks and joints to be filled will be designated by the Public Works and Engineering Department's Street & Drainage Division (SDD's) representative(s).

2.0 WORK SCHEDULE, SAFETY, FACILITY SECURITY AND TRAFFIC CONTROL:

- 2.1 All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by City Council not included.)
- 2.2 No work will be done at night.
- 2.3 The Contractor shall be responsible for ensuring a safe work environment in accordance with rules and regulations of O.S.H.A., T.C.E.Q. and other governmental agencies for all persons entering the work area, i.e., traffic cones or traffic signs for street construction and others applicable.
- 2.4 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plate shall be left in place.
- 2.5 All safety equipment used for the Project will be incidental to the unit price of the specified work.
- 2.6 TRAFFIC CONTROL
 - 2.6.1 Traffic control for the work contained in this contract shall be the responsibility of the Contractor. All traffic control and protection; including **but not limited** to placement, removal, material, labor and devices shall be as needed and provided by the Contractor (i.e. barricades, competent flagman, etc.). Traffic controls will be utilized to provide a safe work place and maintain quality work procedures. All traffic control devices, methods, and layouts must comply with the City of Houston standards.
 - 2.6.2 Traffic Control – Contractor Furnished (Separate Bid Item): Traffic control on two-lane type (non-divided) highways. The contractor shall supply and be responsible for all labor including traffic person, equipment, signs, sign supports, cones and any other materials necessary. All temporary traffic control devices and flagger control shall conform to the current addition of the Manual of Uniform Traffic Control Devices. Pages 531 through 546.
 - 2.7.3 Flagmen must be certified by Metropolitan Transit Authority of Harris County, Texas (METRO). Flagmen shall wear safety apparel and be equipped with devices as prescribed in section 6E01 and section 6E02. Flagging procedures shall be in accordance with section 6E04. Flagging stations shall be located such that approaching

road users will have sufficient distance to stop at an intended stopping point and as further described in section 6E05. Flagmen shall be dedicated to traffic control duties only. If relief for the flagger is required, another person shall assume the duties and responsibilities until the flagger returns.

3.0 COMPLETION OF WORK ORDERS:

- 3.1 The Contractor shall be required to notify the City of Houston (COH) Streets and Drainage Division (SDD's) Contract Technical Representative (CTR) in writing, before the initiation of the project.
 - 3.1.1 City personnel shall be authorized to observe all materials and work performed.
 - 3.1.2 Such observation will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of these specifications.
- 3.2 All concrete work shall be completed within the time and procedure schedule as specified in the Purchase Order (generally twenty-one (21) days).
- 3.3 Any extension of the original completion date must be with the prior approval of the COH, SDD'S CTR.
- 3.4 Any deficiency listed by the City representative shall be corrected by the contractor before final acceptance of the work (work order) is granted and the invoices are approved for payment.

4.0 LIABILITY:

- 4.1 All work shall be accomplished in such a manner as to prevent damage to the City of Houston facilities, equipment, roads, grounds, utilities, processes, etc., or to any other existing utilities.
- 4.2 The Contractor shall be liable for any damage to electrical, water, gas, etc. which occurs during the performance of work under this contract.
- 4.3 When such damage is due to the failure of the Contractor to take precautionary actions, or to exercise sound judgment, or fail to utilize proven construction practices, the Contractor shall restore, repair, or replace equipment.
 - 4.3.1 The restoration, repair or replacement shall be to a state that it had been before the damage occurred without additional charge to the City of Houston.
- 4.4 No additional compensation for repairs will be allowed.
- 4.5 If necessary, actual costs of repairs, or replacement, may be withheld from contract payment by the City of Houston or the Contractor may issue a credit payment to the City.

5.0 SEQUENCE OF WORK ORDER EXECUTION:

- 5.1 The Contractor must respond with its construction cost quotation within three (3) working days after receiving the cost estimation from the department. The contractor's quotation must include a breakdown for the service to be provided, including the quantity and total cost for each line item. The unit cost for each line item shall be as shown in the contract "Fees and Costs" schedule.
- 5.2 If the Contractor's construction cost quotation is acceptable, the COH Representative will issue a Work Order authorizing the Contractor to perform work at the specified site.

5.2.1 The Contractor shall not commence work on the project until the COH Representative has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to mobilization to the specified site.

5.3 The Contractor must start the construction within thirty (30) working days after the Work Order is issued. The specified response time includes the time required for building inspection, underground utility lines staking and material requisition. However, the Contractor agrees to start a specified construction work within five (5) working days or less if an emergency condition exists.

5.4 Existing utilities

5.4.1 It is the responsibility of the Contractor to contact all utility companies to field mark their underground lines in the area of the proposed concrete work prior to construction.

5.4.2 If a utility in an existing building is to be interrupted due to alteration work, the scheduled interruption must be provided in writing and coordinated with and be approved by the COH, SDD'S CTR at least three (3) working days before the proposed construction.

6.0 **PRICE ADJUSTMENTS:**

6.1 The contract prices shall not be adjusted during the entire term of the contract.

7.0: **PAYMENT:**

7.1 For asphalt pavement sealing joints and cracks will be paid for by the actual number of linear feet and pounds of sealant used and accepted by the City of Houston.

8.0 **PERFORMANCE BOND AND PAYMENT BOND:**

The Contractor(s) shall be required to provide a Performance and Payment Bond **in the amount of (100%) of the annual Contract amount** 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.

9.0 **MAINTENANCE BOND:**

The Contractor shall furnish a Maintenance Bond **in the amount of (100%) of the annual Contract 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.

10.0 MWBE COMPLIANCE:

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **6% MBE and 6% SBE** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D".

11.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston

12.0 GENERAL CONDITIONS:

12.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications / Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.

12.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications is attached, as well as the Construction Detail(s) is attached. It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.

13.0 POST AWARD MEETING:

13.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the successful Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

14.0 CONTRACT COMPLIANCE:

14.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

14.2 Monitoring may take the form of, but not necessarily limited to:

14.2.1 Site visits

14.2.2 Review of deliveries received for accuracy and timeliness

14.2.3 Review of contractor's invoices for accuracy

14.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section.

15.0 ADDITIONS & DELETIONS:

15.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

16.0 ESTIMATED QUANTITIES NOT GUARANTEED:

16.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

17.0 INTERLOCAL AGREEMENT:

17.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

18.0 WARRANTY OF SERVICES:

18.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract. The "Acceptance" must be provided in writing from the City of Houston.

18.2 "Correction" as used in this clause, means the elimination of a defect.

18.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

18.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

18.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

END OF SECTION

TECHNICAL SPECIFICATIONS

ASPHALT JOINT AND CRACK SEALER

1.0 MATERIAL DESCRIPTION:

- 1.1 The crack sealer service shall consist of providing and installing hot poured rubber asphalt crack (including joints) sealant compound in conformity to the lines, grades and details indicated or as established by the Engineer. The joint or crack sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in concrete and asphaltic pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires or foot traffic. The sealing compound shall be of the rubber-asphalt-hot poured type conforming to the following specifications: Federal Specification SS-S-164, AASHTO M 301, and ASTM D6690.

The qualities of the sealant shall be as specified by the manufacturer.

- 1.1.1 Forms a good bond to crack sides.
- 1.1.2 Has elastic properties that enable it to withstand movements of approximately twice the formed width of the crack.
- 1.1.3 Extensibility at low temperatures.
- 1.1.4 Resists flow at high temperatures.
- 1.1.5 Viscous at pouring temperature to flow into cracks.
- 1.1.6 Positive seal shall result.
- 1.1.7 Resist intrusion of foreign matter.
- 1.1.8 Long-lasting.
- 1.1.9 Will not be picked up by vehicle tires at an ambient temperature of 125° F.

20 MATERIALS:

- 2.1 The Contractor shall be required to provide in writing, all materials proposed for use and must be approved by the COH, SDD'S CTR, prior to the initiation of sealing.

ASPHALT PAVEMENT:

- 2.2 Hot Pour Liquid Crack Sealer:

2.2.1 The hot pour liquid crack sealant shall be a Crafcro brand product (***or approved equal to product***). It is the responsibility of the Contractor to properly store the materials according to the MSDS and manufacturer's specifications. The sealant must be able to be reheated to application temperature at least once after the initial heat-up without degradation of sealant specifications. The sealant shall have an application life at application temperature up to 12 – 15 hours.

- 2.3 It is the responsibility of the Contractor to properly store the materials according to the MSDS and manufacturer's specifications. The sealant must be able to be reheated to application

temperature at least once after the initial heat-up without degradation of sealant specifications.

3.0 **HEATING AND APPLICATION EQUIPMENT:**

3.1 The sealant shall be heated in a double-jacketed heater using a heat transfer oil so that no direct flame comes in contact with the shell of the vessel containing the sealant compound. The heater reservoir shall be equipped with an agitator to insure that the sealing compound is circulated during the heating process to achieve a uniform temperature rise and to maintain the desired temperature. Accurate temperature gauges and positive temperature controls shall be provided to monitor the temperature of the vessel contents and prevent overheating the material. Material that has been overheated shall be discarded. The heater shall be equipped with a gear-driven asphalt pump with adequate pressure to dispense the rubber-asphalt crack sealing compound.

4.0 **TEST REQUIREMENTS:**

4.1 When tested, the sealant shall meet the following requirements:

<u>Test:</u>	<u>Federal Specification</u>	<u>SS-S-1401C</u>	<u>Specification Limit</u>
	Cone Penetration, 77°F (25°C)		90 max
	ResiRence		60% min
	Indentation		0.05-0.15 em
	Aged Resilience		60% min
	Indentation		0.05-0.15 cm
	Recommended Pour Temperature		380°F (193°C)
	Safe Heating Temperature		400°F (204°C)
	Flow 140°F (60°C)		3mm max
	Bond, -20°F (-29 C), 50% ext		Pass 3 cycles
	Water immersed Bond		Pass 3 cycles
	Compatibility		Pass

5.0 **SPECIFICATIONS:**

5.1 It is the responsibility of the Contractor to provide to the City of Houston's representative specifications which are to include, but not limited to *work plan*, *safety plan*, and *submittals*. Any and all items are to be approved in writing by the City of Houston's COH, SDD'S CTR prior to commencing work.

5.2 Cleaning and Sealing Crack/Joints:

5.2.1 All cracks/joints shall be completely cleaned (including debris, grass, and completely dry) prior to sealing in accordance to the specifications.

6.0 **EQUIPMENT:**

6.1 All machines, tools, and equipment used in the performance of work required by these specifications will be subject to the approval of the Inspector and/or COH, SDD'S CTR and maintained in a satisfactory working condition at all times during the term of the contract. Tools and equipment that must be approved by the City are:

6.2 Air Compressor: This unit shall have a minimum capacity of 90 psi and shall have sufficient hose to maintain a continuous sealing operation without interruption. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

- 6.3 Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
- 6.4 Joint and Crack Cleaning (Addition):
- 6.4.1 The joint and crack cleaning equipment shall produce compressed air of 90 psi minimum at the tip. Functioning water and oil separators must be utilized on the compressor unit.

NOTE: Separators must be emptied daily.

- 7.5 Melting Kettle: the unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600° F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated. Paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200° and 550° F.
- 7.6 Hand pouring pots must be equipped with mobile carriage and rubber shoe to have a flow control valve which allows all cracks to be filled to refusal so as to eliminate all voids or entrapped air, and not leave unnecessary surplus crack sealer on pavement surfaces.
- 7.7 An application wand and shoe shall be used instead of pour pots and shall produce a sufficient band on each side of the crack. The height of the sealant above the crack shall not exceed 1/16 inches above the crack. The hose connected to the wand shall be insulated and pressurized to ensure material temperature is maintained.

8.0 CONSTRUCTION METHODS:

- 8.1 Preparation of Joints and Cracks:
- 8.1.1 Sealing Asphalt Pavement: *The Contractor shall be required* to clean all joints and cracks \geq one-eighth inch (0' – 1/8") wide and shall be cleaned to a minimum depth of 0' – 1/2" (13 mm) to 0' – 1" (25 mm). Both side walls of the cracks and joints must be free of dust and debris to assure optimum sealant adhesion. For both asphalt pavement and streets; no sealant material shall be placed until the joints and cracks have been thoroughly cleaned of all loose dirt, debris/materials and are sufficiently dry. The joints and cracks shall be inspected and approved in writing by the COH, SDD'S CTR.
- 8.2 Application of Joint and Crack Sealing Material for Asphalt Pavement:
- 8.2.1 No sealant material shall be installed until joints and cracks are **thoroughly** cleaned and have been inspected and approved in writing by the COH, SDD'S CTR. The sealant material shall not be applied when the weather is foggy or when rain threatens.
- 8.2.2 Sealing of Asphalt Pavement: The Contractor shall be required to follow the manufacturer's application instructions for the hot pour sealant which is specified in *Paragraph 4.2.1*. When the pavement temperature is below 40°F (5°), a heat lance is to be used and supplied by the Contractor to warm the pavement just prior to sealing operations. The pavement face must be clean and dry. The polymeric asphalt rubber sealant temperature, when applied, shall be in accordance with the manufacturer's recommendations. All joints and cracks shall be sealed with hot pour material as designated in *Paragraph 4.2*. The sealant shall be applied in the crack or joint reservoir uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. The sealant shall be heated in accordance with the manufacturer's recommended procedures. The sealant overband thickness and width should be kept as narrow and

thin as possible. On two lane roads or where traffic may be likely to come in contact with the hot sealant before it cures, the Contractor may be asked to supply and spray a Crafcro Detack (*or City approved equal product*) over the hot sealant to prevent material pickup on vehicle tires. The application rate is approximately one gallon of Detack (*or City approved equal product*) to fifty gallons of sealant.

- 8.2.3 The surface cracks and joints shall be free and clear of laitance, loose concrete, paint, and corrosion prior to applying bond solution. The Contractor shall have to provide its methods of removing the debris in their submittals. **All materials removed** from the joints or cracks shall be removed from the paved surface. No sealing of any joints or cracks shall be done when the joints or cracks are damp, unless drying of the joints and cracks with compressed air can be demonstrated and meets the approval of the Engineer, in writing.
- 8.2.4 A backing rod shall be installed in order to hold the sealant in place in concrete joints. The backing rod shall be composed of a material that is recommended by the Manufacturer. No bond or reaction shall occur between the backing rod and sealant. The backing rod shall be of a sufficient width and compressed in its full length after installation.
- 8.2.5 The sealant shall be placed in the open crack or joint to the depths required in Table 1.1 in one pass so that it will flow and level out to a smooth surface across the crack. Cracks shall be filled to the surface and squeegeed. When cured, the top surface of the sealant shall be approximately 1/8 inch below the top of the crack for all cracks ¼ inch or wider. The amount of sealing compound used shall be limited so that after the squeegee has been applied, the finished band shall not be more than 1 1/2 inches wide and shall not exceed a depth of 1/8 inch above the pavement surface. Joints shall be filled with sealant to 1/8 Inch below the top of the joint leaving no over-band.

TABLE 1

Crack or Joint opening	Up to 1”-	Larger than 1” less than 1 ½”	1 ½” or greater
Depth of Sealant	1/2” • min.	¾” min.	1”-min.

8.2.6 Sealing of Asphalt Cracks: The Contractor shall be required to follow the manufacturer’s recommendation/specifications on products used and supplied by the Contractor to warm the pavement just prior to operations. The pavement surface must be clean and dry and shall be in accordance with the manufacturer’s recommendations/specifications.

8.3 Pavement Cleaning:

- 8.3.1 Old material and other debris that result from cleaning and sealing cracks shall be removed and disposed of by the Contractor prior to opening the pavement at the end of each construction work day.
- 8.3.2 The Contractor shall be responsibility to provide its methods of cleaning and applying materials.

9.0 PROCESS DESCRIPTION:

9.1 Route and seal process shall consist of the use of a machine router capable of routing cracks less than ½ inches or equal to in width and routing to a minimum depth of ½ inches.

Compressed air will be used to clean the crack prior to sealing and all debris will be blown to the gutter.

- 9.2 The clean, seal, and re-cap process shall consist of compressed air cleaning of cracks and sealer capping of previously filled cracks with the surface of the sealant greater than or equal to 1/8 inches below the surrounding pavement, and all previously filled cracks exhibiting cracks, holes, voids, and separation from the adjacent pavement. All debris from the compressed air cleaning shall be blown to the street gutter prior to sealing.
- 9.3 The air clean and seal process shall consist of compressed air cleaning of cracks larger than 5/8 inches, removing sand, debris and filling the crack flush with the surrounding pavement free of voids at a depth no greater 3/4 inches unless approved by the City's Inspector and proper backer rod is used. All debris from the compressed air cleaning shall be blown to the street gutter prior to cleaning. The intent for use of this process is for sealing cracks larger than a router would provide.

10.0 PREPARATION:

- 10.1 Cleaning, all cracks shall be thoroughly cleaned to remove all dirt, moisture, foreign material and loose edges from crack wall. Compressed air shall be used to accomplish this and all debris will be blown to the street gutter. The debris must be in small enough pieces so there will not be any drainage problems.
- 10.2 Vegetation: When cracks show evidence of vegetation, it shall be removed and sterilized by use of propane torch unit eliminating all vegetation, dirt, moisture, and seeds.
- 10.3 The Contractor must allow vehicle traffic to pass over crack sealer prior to curing and apply the anti-tracking liquid, Glenzoil or City approved equivalent.
- 10.4 No crack sealing material shall be applied in wet cracks or frost when either is present, or when the ambient temperature is below 40° F.
- 10.5 If cracks are not dry a hot air lance must be used to dry the crack completely. The hot air lance shall be a propane torch capable of drying the crack. The cracks must be subject to the City Inspectors approval prior to filling.

11.0 PREPARATION OF SEALER:

- 11.1 Joint sealing material shall be heated in a double jacketed oil filled kettle and applied at the temperature specified by the manufacturer.

12.0 INSTALLATION OF SEALER:

- 12.1 All cracks shall be sealed as specified herein, and the sealer shall be well bonded to the pavement. Unless otherwise directed, the cracks shall be completely filled flush with the pavement and not less than 1/16" below surface, without formation of voids or entrapped air. The sealant depth to width ratio shall not exceed 2 to 1 and the open joints shall be 1/2" wide. When large, deep cracks exist an approved backer rod shall be used prior to filling the crack. Black beauty shall be used to fill the crack or another City Inspectors approved Department of Transportation (DOT) method. Backer Rod, black beauty or another approved method shall be used for cracks exceeding 3/4 inches in depth and 1 inch in width. The cost of the materials and the cost of labor to install the backer rod shall be a separate line item under the air clean and seal by the pound portion of this bid. (Priced by the linear foot)

12.2 Melter Application:

12.2.1 The melter applicator unit shall be a self-contained double boiler device with the transmittal of heat through heat transfer oil. It must be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have a means to vigorously and continuously agitate the sealant. The sealant shall be applied to the pavement under pressure supplied by a gear pump with a direct connecting applicator tip. The pump shall have sufficient pressure to displace designated sealant at a rate of at least three (3) gallons (11.4 L) per minute. Approved models are Crafc0 Super Shot (**or City approved equal product**) or EZ Pour applicators (**or City approved equal product**). Melter applicators shall be approved for use by the sealant manufacturer.

13.0 SITE CLEAN UP:

13.1 All rubbish and debris of every type, kind and nature resulting from the Contractor's activities shall be cleared up and removed from the project site or placed/moved to a part of the site, as designated by the project manager.

13.1.1 All ruts and depressions resulting from the Contractor's operations shall be filled in and leveled off to facilitate mowing the site.

13.1.2 Upon completion of the Contractor's work, including site clean up, the area shall be returned to the same or better condition.

13.1.3 No separate payment will be made for clean up and debris removal as described above.

END OF SECTION

SECTION B-1

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.1 In accordance with the Prevailing Wage Law on Public Works (Article 5159-a of the Revised Civil Statutes of Texas), the public body awarding the contract does hereby specify the following to be the general prevailing rates in the locality in which the work is being performed.
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

**2013 Labor Classifications and Prevailing Wage Rates
For
Engineering Construction**

Refer to the following web link:

https://purchasing.houstontx.gov/bids/C24521/Construction_2013_Engineering_Wage_Rate.pdf

**SECTION C
AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR**

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002 (the City)

Contractor: _____

Address: _____

Project No.: S50-C24521

The Project Title: Work Order Contract for Cleaning and Sealing of Cracks in Pavement Surfaces for the Public Works and Engineering Department

The Project Location: Citywide

The City Engineer is:

(Address for Written Notice) 611 Walker, Houston, Texas 77002

The Architect/Engineer is:

(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1
WORK OF THIS CONTRACT**

1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at anytime under the Contract or no Work Orders may be issued under the Contract.

**ARTICLE 2
CONTRACT TERM AND CONTRACT TIME**

2.1 The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed issued by the City Purchasing Agent and shall continue for **three years thereafter, with two one year options**. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.

2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

2.4 The Contract Term shall not exceed three years, except as otherwise provided herein. During this time, City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which Contractor must achieve Substantial Completion.

- 2.5 Should Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.
- 2.6 Should the Department(s) requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. The Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

ARTICLE 3

- 3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.
- 3.2 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 3.3 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ _____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 3.4 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.7 The Contract Amount, for those unit price items of Work listed in the Fee Schedule for Concrete Repair Services is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

3.8 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.

3.9 The Contract Amount, for those unit price items of Work listed in the Fee Schedule for Concrete Repair Services for Various Departments is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

ARTICLE 4 PAYMENTS

4.1 The City shall make progress payments to the Contractor on account of the Contract Price included in the Work Order as provided in this Article 4 and elsewhere in the Contract Documents. The percentage of payments is based on work performed and inspected by the designated COH Representative. A schedule of values shall be submitted with the prevailing wages and invoice.

4.2 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.

4.3 Final payment, constituting the entire unpaid balance of the Contract Price due under the Work Order, shall be made by the City to the Contractor as provided in the General Conditions.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.

5.3 The Work may be suspended by the City as provided in the General Conditions.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

6.1 The basis for this Agreement is this executed Document 00510 - Agreement between the City of Houston and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article.

6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS.**

6.2 The Supplementary Conditions of the Contract are those stated in Document 00800.

6.4 The Specifications.

6.5 Reserved

6.6 Attachments to this Agreement are as follows:

<u>Documents</u>	<u>Title</u>
EXHIBIT A.	DEFINITIONS
EXHIBIT *B	SCOPE OF WORK/TECHNICAL SPECIFICATIONS
EXHIBIT *B-1	WAGE SCALE FOR ENGINEERING CONSTRUCTION
EXHIBIT *C	EQUAL EMPLOYMENT OPPORTUNITY
EXHIBIT *D	MWBE SUBCONTRACT TERMS
EXHIBIT *E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT *F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT *G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT *H	FEES AND COSTS
EXHIBIT *I	CITY'S CONTRACTORS PAY OR PLAY PROGRAM
EXHIBIT *J	PERFORMANCE BOND
EXHIBIT *K	STATUTORY PAYMENT BOND
EXHIBIT *L	ONE-YEAR MAINTENACE BOND
EXHIBIT *M	CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700
EXHIBIT *N	CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800

* **Note:** These Exhibits shall be inserted into the Contract agreement at the time of Contract execution. This Agreement is effective as of the date of countersignature by the City Controller and is executed in Four original copies of which one is to be retained by the City Controller and two are to be delivered to the Contractor.

**ARTICLE 7
SIGNATURES**

CONTRACTOR:

(If Joint Venture)

By: _____
Name:
Title:
Date:
Federal I.D. No.

By: _____
Name:
Title:
Date:

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____
[City Purchasing Agent]

By: _____
[Mayor]

COUNTERSIGNED:

ATTEST/SEAL:

By: _____
[City Controller]

By: _____
[City Secretary]

Date Countersigned:

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

Date

Legal Assistant

EXHIBIT A DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"COR" is defined as the "Contracting Officer Representative." This individual is generally an Assistant Director and is authorized to start and request termination of the contract; approve payment of invoices; provide guidance to the CTR; and recommend a CTR and/or UDR to the COR.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"CTR" is defined as the "Contract Technical Representative." This individual is generally responsible for verification of services invoiced; maintenance of record of available funds; compliance with the terms of the contract; review of the contract at the time of renewal and act as a contact person for day-to-day contract administration.

"Director" means the Director of Public Works and Engineering Department or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"UDR" is defined as the "User Department Representative." This individual is generally responsible for administering the day-to-day activities of specific contracts; maintaining a record of and ensuring availability of funds; ensuring warranty requirements of the contract(s) are protected and adhered to by the Contractor; review of contract at time of renewal; compliance with the terms of the contract; and act as a contact person for day-to-day contract administration.

EXHIBIT B
SCOPE OF WORK/TECHNICAL SPECIFICATIONS
(To be inserted by the City at the time of Contract execution)

EXHIBIT B-1
WAGE SCALE FOR ENGINEERING CONSTRUCTION
(To be inserted by the City at the time of Contract execution)

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
(To be inserted by the City at the time of Contract execution)

EXHIBIT D
MWBE SUBCONTRACT TERMS
(To be inserted by the City at the time of Contract execution)

EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT
(To be inserted by the City at the time of Contract execution)

EXHIBIT F

(To be inserted by the City at the time of Contract execution)

EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION
(To be inserted by the City at the time of Contract execution)

**EXHIBIT H
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

EXHIBIT I
PAY OR PLAY

(To be inserted by the City at the time of Contract execution)

EXHIBIT J
PERFORMANCE BOND
(To be inserted by the City at the time of Contract execution)

EXHIBIT K
STATUTORY PAYMENT BOND
(To be inserted by the City at the time of Contract execution)

EXHIBIT L
ONE-YEAR MAINTENANCE BOND
(To be inserted by the City at the time of Contract execution)

EXHIBIT M

CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700

(To be inserted by the City at the time of Contract execution)

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

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24521>

EXHIBIT N
CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800
(To be inserted by the City at the time of Contract execution)

CITY OF HOUSTON -- BIDDER'S BOND

(Must be in an amount at least 10% of the bid. If the bid is upon alternates this bond must be for at least 10% of the highest amount for which the bidder offers to do any or all the work bid upon.)

THE STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT WE, _____ as principal 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 \$ _____ Dollars (\$ _____).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. S50-C24271

CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENT SERVICES

in accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 201_.

PRINCIPAL

By _____

By _____

Surety