



# CITY OF HOUSTON

## INVITATION TO BID

Issued: *December 27, 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 A.M.** Thursday, **January 23, 2014**, 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:

### **FURNISH AND INSTALL A PRE-FABRICATED RESTROOM/SHOWER FACILITY FOR THE GENERAL SERVICES DEPARTMENT**

**Bid No. S50-C24852**

**NIGP Codes: 155-10/909-25/967-62**

### **Buyer:**

Questions regarding this solicitation 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.

### **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 **11:00 a.m. on Wednesday, January 8, 2014**. **The site visits 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](http://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, SUPPLEMENTARY 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  
FURNISH AND INSTALL A PRE-FABRICATED RESTROOM/SHOWER FACILITY  
FOR THE GENERAL SERVICES DEPARTMENT  
Bid No. S50-C24852  
NIGP Codes: 155-10/909-25/967-62**

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

The undersigned hereby offers to provide services necessary to **Furnish and Install a Pre-Fabricated Restroom/Shower Facility at Lake Houston Wilderness Park, located at 25840 FM 1485, New Caney, TX for the General Services Department on behalf of Houston's Parks and Recreation 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:**

<b>Table 1</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Pay or Play Contract Compliance Acknowledgement Form 1a
Contractor References
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:

<b>Table 2</b>
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00 / Insurance Endorsements
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Pay or Play Form 3 / List of Subcontractors
Performance, Maintenance and Statutory Payment Bonds
2013 Building Construction Wage Decision

### **Note:**

1. 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](mailto:arturo.lopez@cityofhouston.net) no later than **4:00 PM, Monday, January 13, 2014.**

**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 bidder shall be required to provide and submit with its bid a Bid Bond in the amount of 10% of the total amount. 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 (10<sup>th</sup>) 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 its 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.

**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.

**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](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

**INTERLOCAL AGREEMENTS:**

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.

**NO CONTACT PERIOD:**

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 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 Representative 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 prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, 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 intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

**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:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

**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, ***furnishing and installing a pre-fabricated restroom/shower facility*** that is similar in size and scope to this contract. **Bidder must have references documenting that it has furnished and installed a pre-fabricated restroom/shower facility.** 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: \_\_\_\_\_

4. Business Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

No. of Years providing Service to this business: \_\_\_\_\_

**SECTION B**  
**SCOPE OF WORK**

**PART I**

**1.0 SCOPE OF WORK SUMMARY:**

- 1.1 The Contractor shall be required to provide all supervision, labor, materials, equipment, tools, transportation and ancillary items necessary to furnish and install a 30' X 26' pre-fabricated restroom/shower building at Lake Houston Wilderness Park located at, 25840 FM 1485, New Caney, TX 77357 in strict accordance with the technical specifications and structural drawings stated/referenced herein.
- 1.2 The shower/flush restroom facility must be a large multi-flush, multi-shower facility. The shower/flush building must have a multi-user restroom facility on the front and individual shower rooms on the back. The shower/flush building must be designed to meet all current American with Disabilities Act (ADA) requirements. The building must be built to experience/withstand extreme vandalism.

**2.0 PROJECT DESCRIPTION:**

- 2.1 The restroom/shower facility shall be equipped with:
- 2.1.1 A standard simulated cedar shake roof and barnwood wall texture,
  - 2.1.2 Seven 16-gauge galvanized steel doors and frames,
  - 2.1.3 Vitreous china plumbing fixtures (4-lavatories, 5-water closets, 1-urinal, 1 stainless steel ADA shower, 3-stainless steel showers),
  - 2.1.4 Five 3-roll toilet paper holders,
  - 2.1.5 Six exhaust fans,
  - 2.1.6 Five ground fault interrupter outlets,
  - 2.1.7 Nine floor drains,
  - 2.1.8 Four stainless steel mirrors,
  - 2.1.9 Stainless steel windows and weld plates in shower rooms, (*eight windows, as per technical specifications*)
  - 2.1.10 Two 80 gallon electric hot water heaters,
  - 2.1.11 ADA grab bars, ADA signs, ADA shower benches,
  - 2.1.12 One hose bib in chase area,
  - 2.1.13 Motion controlled interior lights and photo cell controlled exterior lights,
  - 2.1.14 Emergency egress lighting and thresholds in all doors,

2.1.15 "Full Turn-Key Installation" final connection from building to utility lines stubbed 12" above top of existing prepared gravel pad.

**Structural, Elevation and Plan View Drawings can be viewed on the following web link**

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24852>

### **3.0 PERFORMANCE TIME AND DELIVERY:**

3.1 The Contractor shall have **120 calendar days** to deliver and construct a new pre-fabricated bathroom/shower building in strict accordance with the scope of work/specifications after receipt of the City of Houston Purchase Order.

3.2 Access to Site:

3.2.1 The Contractor shall be required to deliver the building to the site on normal highway trucks and trailers. The Contractor shall be responsible to coordinate the delivery into access of the park grounds. If ground conditions are hazardous and are not suitable for truck delivery, due to weather, physical constraints, roadway width or grade, the Contractor shall be required to use an alternate park entrance site with better access provided to ensure a safe and quality installation. In any such case, the Contractor shall be responsible for additional costs for cranes, trucking, and etc.

### **4.0 WARRANTY:**

4.1 The Contractor shall warranty all parts, labor, materials and workmanship for **one year** and the completed restroom/shower facility for **twenty years** subsequent to acceptance of work by the City of Houston.

### **5.0 SPECIFIED EQUIPMENT OR EQUIVALENT:**

5.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

5.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. DETERMINATION AS TO WHETHER THE ITEM (S) BID IS (ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

### **6.0 BRAND NAME OR TRADE NAME:**

6.1 Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractors/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

## TECHNICAL SPECIFICATIONS

### PART II

#### PART ONE – GENERAL:

- 1.1 This specification covers the construction and placing of the precast concrete shower/flush building.
  - 1.1.1 The building shall be shipped and installed in Texas must comply with the Industrialized Housing and Buildings (IHB) Law. As such, any manufacturer that provides the City with a building must be certified with Texas Department of Licensing and Regulation (TDLR) as an IHB manufacturer.
  - 1.1.2 The building shall be:
    - 1.1.2.1 Vandal resistant building and toilet components.
    - 1.1.2.2 4" thick steel reinforced concrete walls.
    - 1.1.2.3 5" thick steel reinforced concrete roof and floors.
    - 1.1.2.4 5,000 psi concrete construction that will not rot, rust, or burn.
    - 1.1.2.5 Horizontal lap texture walls exterior wall texture (color to be selected by the City).
    - 1.1.2.6 Ribbed metal exterior roof texture (color to be selected by City).
    - 1.1.2.7 Interior shall be primed and painted with white paint to reflect natural light from the Lexan windows mounted in heavy steel frames cast into the walls.
    - 1.1.2.8 Stall partitions shall be made of the same high strength concrete as exterior walls and roof. Partitions shall be coated with anti-graffiti sealer.
    - 1.1.2.9 The walls and roof structure shall be "colored through concrete", coated with an exterior stain, followed by an anti-graffiti sealer.
    - 1.1.2.10 The building shall meet or exceed the effects of a Zone 4 earthquake, a100-mph wind load and 120 pounds per square foot snow load and engineered and designed for extreme conditions.
    - 1.1.2.11 Utilities: Building utilities shall pre-wired, plumbed and tested before shipping to meet local code requirements.
    - 1.1.2.12 Twin (2 each) high volume hot water tanks (80 gallon) are required.
    - 1.1.2.13 The restroom and showers shall have heaters.
    - 1.1.2.14 Exterior hose bib with box and frost proof mounted ADA drinking fountain.

- 1.1.2.15 Marine grade skylights (2 in each restroom) 4 total.
- 1.1.2.16 Seven, 16-gauge galvanized steel doors and frames.
- 1.1.2.17 Standard fixtures include: Vitreous china plumbing fixtures (4-lavatories, 4-water closets, 2-urinals, 1 stainless steel ADA shower, 3-stainless steel showers), four 3-roll toilet paper holders, 6 exhaust fans, five GFI outlets, nine floor drains, 4 stainless steel mirrors, stainless steel windows and weld plates in shower rooms, ADA grab bars, ADA signs, ADA shower benches, 1 hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights.
- 1.1.2.18 Emergency Egress Lighting included. Thresholds included on all doors.

**PART TWO – SPECIFICATIONS:**

- 2.1 ASTM C33 Concrete Aggregates
- 2.2 ASTM C39 Method of Test for Compressive Strength of Cylindrical Concrete Specimens
- 2.3 ASTM C94 Standard Specification for Ready-Mixed Concrete
- 2.4 ASTM C143 Method of Test for Slump of Concrete
- 2.5 ASTM C150 Standard Specification for Portland Cement
- 2.6 ASTM A185 Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
- 2.7 ASTM C192 Method of Making and Curing Test Specimens in the Laboratory
- 2.8 ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- 2.9 ASTM C309 Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
- 2.10 ASTM C494 Standard Specification for Chemical Admixtures for Concrete
- 2.11 ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- 2.12 ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
- 2.13 ASTM C979 Standard Specification for Pigments for Integrally Colored Concrete
- 2.14 ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

- 2.15 ACI 306 Cold Weather Concreting
- 2.16 ACI 318 Building Code Requirements Structural Concrete and Commentary (includes Errata)
- 2.17 PCI MNL 116 Quality Control for Plants and Production of Precast Pre-stressed Concrete Products

**PART THREE – CONTRACTOR/MANUFACTURING CRITERIA:**

- 3.1 The requested precast concrete shower/flush facility must meet the following manufacturing requirements:
  - 3.1.1 The manufacturer must be ISO 9001 certified at the time of bid.
  - 3.1.2 The manufacturing plant must be PCI certified at the time of bid.
  - 3.1.3 The manufacturer must not have defaulted on any contract within the last five years.
  - 3.1.4 The manufacturer must provide stamped, engineered drawings prior to acceptance.
  - 3.1.5 The manufacturer must show four examples of precast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.
  - 3.1.6 The manufacture shall provide a 20 year warranty.

**PART FOUR - DESIGN CRITERIA:**

- 4.1 The Contractor shall be required to provide calculations and engineer's stamped drawings (shop drawings) to the City of Houston for their specific use only. The design criteria shall be to ensure that the building not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards. The design criteria must include the 2006 IBC Code, 2006 IPC Code and the 2008 NEC Code.
- 4.2 Roof Snow Load:
  - 4.2.1 The shower/flush building shall be designed to withstand a 250 pound per square foot snow load
- 4.3 Floor Load:
  - 4.3.1 The shower/flush building shall be designed to withstand 400 pounds per square foot floor load
- 4.4 Wind Load:
  - 4.4.1 The shower/flush building shall withstand the effects of 150 mile per hour (3-second gust) wind exposure C.

- 4.5 Earthquake:
  - 4.5.1 The shower/flush building shall withstand the effects of a seismic group 1 seismic design category E earthquake.
- 4.6 Additional Design Standards:
  - 4.6.1 The shower/flush building shall be designed to meet the requirements of the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of these specifications.
  - 4.6.2 The shower/flush building shall be concrete design with a minimum 3/12 roof pitch.
  - 4.6.3 The shower/flush building shall have a minimum 4 inch wall, 4 ½ inch roof, and 5 inch floor thickness.
  - 4.6.4 All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.

**PART FIVE – MATERIALS:**

- 5.1 Concrete – General: The concrete mix design must be designed to ACI 211.1 to produce concrete of good workability.
  - 5.1.1 The concrete must contain a minimum of 675 pounds of cementitious material per yard. The cement must be a low alkali type I/II or III conforming to ASTM C-150.
  - 5.1.2 The coarse aggregates used in the concrete mix design must conform to the ASTM C33 Code with the designated size of coarse aggregate No. 67.
  - 5.1.3 The minimum water/cement ratio shall not exceed .45.
  - 5.1.4 Air-entraining admixtures must conform to the ASTM C260 Code. Water reducing admixtures must conform to the ASTM C494 Code, Type A.
  - 5.1.5 If Self Compacting Concrete (SCC) is used, it must conform to the ASTM C1611 Code.
  - 5.1.6 Color additives must conform to ASTM C979 Code. A 12"x12"x1" color sample shall be provided to the City of Houston for prior approval.
  - 5.1.7 The following shall contain colored concrete:
    - 5.1.7.1 Toilet building roof panels
    - 5.1.7.2 Building walls
    - 5.1.7.3 Screen panels
  - 5.1.8 The same brand and type of color additive shall be used throughout the manufacturing process.

- 5.1.9 All ingredients shall be weighed and the mixing operation shall be adequate to ensure uniform dispersion of the color.
- 5.2 Cold Weather Concrete:
  - 5.2.1 Cold weather concrete placement shall be in accordance with the ACI 306 Code.
  - 5.2.2 During the curing period, concrete shall not be placed in ambient temperature if expected to be below 35 degrees F unless heat is readily available to maintain the surface temperature of the concrete at 45 degrees F.
  - 5.2.3 Materials containing frost or lumps shall not be used.
- 5.3 Hot Weather Concrete:
  - 5.3.1 The temperature of the concrete shall not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete shall be protected with moist covering.
- 5.4 Concrete Reinforcement:
  - 5.4.1 All reinforcing steel shall conform to the ASTM A615 Code. All welded wire fabric shall conform to the ASTM A185 Code.
  - 5.4.2 All reinforcement shall be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
  - 5.4.3 Details not shown of drawings or specified will be to ACI318.
  - 5.4.5 Steel reinforcement shall be centered in the cross-sectional area of the walls and will have at least 1 1/4" of cover on the under surface of the floor.
  - 5.4.6 The maximum allowable variation for center-center spacing of reinforcing steel shall be 1/2".
  - 5.4.7 Full lengths of reinforcing steel shall be used. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars shall be No. 4 or smaller shall be a minimum of 12" in length. Lap bars larger than No. 4 shall be a minimum of 24-bar in diameter.
  - 5.4.8 Reinforcing bars must be bent cold. No bars partially embedded in concrete shall be field bent unless prior approved by the City of Houston.
- 5.5 Sealers and Curing Compounds:
  - 5.5.1 Curing compounds shall be colorless, complying with the ASTM C309 Code, type I or 1-D.
  - 5.5.2 Weatherproofing sealer for exterior of building shall be a clear water repellent penetrating sealer.

5.6 Caulking, Grout, Adhesive and Sealer:

- 5.6.1 Caulking service temperatures shall be from -40 to +194 degrees Fahrenheit.
- 5.6.2 Interior and exterior joints shall be caulked with a paintable polyurethane sealant.
- 5.6.3 Grout shall be a non-shrink type and shall be painted to match the color of surrounding concrete.
- 5.6.4 Cement base coating shall be formulated with a very fine aggregate system and is a built in bonding agent.

5.7 Paint:

- 5.7.1 All paints and materials shall conform to all federal regulation. Paints must not contain more than .06 percent by weight of lead.
- 5.7.2 Type of paints for toilets:
  - 5.7.2.1 Inside concrete surfaces:
    - 5.7.2.1.1 Interior floors shall be a chemical resistant urethane. The color must be gray.
    - 5.7.2.1.2 Interior walls and ceilings shall be a modified acrylic, water repellent penetrating stain. The color must be white followed by a clear acrylic anti-graffiti sealer.
  - 5.7.2.2 Metal surfaces both inside and out must be "I DTM ALKYD".
  - 5.7.2.3 Exterior concrete surfaces:
    - 5.7.2.3.1 Exterior slab shall be a clear sealer
    - 5.7.2.3.2 Exterior walls and roof shall be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

5.8 Grab bars:

- 5.8.1 The grab bars shall be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.

5.9 Toilet Paper Dispenser:

- 5.9.1 The dispenser shall be constructed of 1/4" thick, type 304 stainless steel. The dispenser shall be capable of holding three (3) standard rolls of toilet paper. The toilet paper holder fastening system will be able to withstand 300 pound top loading.

5.10 Doors:

5.10.1 Restroom doors shall be flush panel type 1-3/4" thick, minimum 16 gauge galvanized steel, top painted with *DTM ALKYD*.

5.10.2 Restroom door frames shall be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel top painted with *DTM ALKYD*, width to suit wall thickness. Three (3) rubber door silencers shall be provided on latch side of frame.

5.10.3 Shower door shall be flush panel type 1 3/4" thick, single sheet FRP gel coated solid core fiberglass doors, top painted with *ALKYD*. Door shall have solid core urethane with polymer reinforcement.

5.10.4 Shower door frames will single rabbet, FRP gel coated frame with polymer reinforcement.

5.11 Door Hinges:

5.11.1 Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension and automatic-closing for each door.

5.12 Lockset:

5.12.1 Lockset shall meet ANSI A156.2 Series 4000 Code, Grade 1 cylindrical lockset for exterior door.

5.12.2 Lever handle shall be required both inside and out.

5.12.3 Either handle shall operate latch unless outside handle is locked by inside push-button.

5.12.4 Push-button lock shall automatically release when inside lever handle is turned or door is closed.

5.12.5 Emergency slot on exterior shall be required so door can be unlocked from the outside with a coin, screwdriver and etc.

5.12.6 The inside lever shall always be active.

5.12.7 Lockset shall have a U.S. 26D finish.

5.12.8 Lockset shall have Best Cores for locks. (Delivery to the City)

5.13 Dead Bolt:

5.13.1 Deadbolt lock must be a Best Lock standard model with a double cylinder, 2 3/4" backset and US26D finish. The cylinder shall be a standard 11/8" Best Mortise cylinder.

5.14 Door Stop:

5.14.1 Doorstop shall be a dome style stop, ANSI 156.16 Code.

5.15 Double Coat Hook:

5.15.1 Coat hook shall be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. The upper hook shall extend at least 2-1/2" inches from the wall. The lower hook shall extend at least 1-1/4" from the wall.

5.16 Door Sweep:

16.1.1 Door sweep shall be provided at the bottom of door and will be an adjustable brush type.

5.17 Wall Vent:

5.17.1 Wall vent shall be crank operated allowing the unit to be opened or closed. The crank shall be removable. The vent cover shall be 14 gauge 304, stainless steel painted with DTM and anchored into the concrete wall with high strength anti-rust tap con fasteners. The vent must come with an insect screen. The cover shall be recessed a minimum 3/4" on exterior walls with a 45 degree bevel. The interior shall be flush mounted. The wall vent must not protrude from the wall.

5.18 Signs:

5.18.1 Signs must have raised pictograms, letters and Braille to meet ADA requirements.

5.18.2 Signs must inset a minimum of 3/4" into wall with a 45 degree bevel.

5.18.3 Signs must be anchored into concrete with 1/4" x 3/4" concrete anchor nails.

5.19 Windows:

5.19.1 Window frames shall be constructed from steel.

5.19.2 Window glazing must be 3/16" thick translucent pebble finished mar-resistant Lexan.

5.19.3 Windows must have 3/4" recess with a 45 degree bevel.

5.19.4 Window frames shall have vandal resistant fasteners.

5.20 Plumbing:

5.20.1 All fixtures must meet ANSI A112.19.2 Code.

5.20.2 Waste and vent materials must be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.

5.20.3 Water materials must be copper tubing Type L, hard drawn. A gate valve shall be provided at the inlet end of the water line. All water lines must be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.

5.20.4 All plumbing must be concealed in the service area.

5.20.5 A hose bib shall be available in the chase area.

5.20.6 A main shut-off valve and drain shall be provided with plumbing.

5.21 Toilet & Sink:

5.21.1 The toilet must be constructed of vitreous china, wall hung, with siphon jet action. The toilet shall have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18 inches above the finished floor. The seat shall be heavy duty solid plastic with an open front.

5.21.2 The flush valve must be concealed closet flush-o-meter constructed of rough brass. The flush valve shall have an integral vacuum breaker and wall mounted push button. The valve shall be of a water saver type with a flow of 1.6 gallons per flush.

5.21.3 The lavatory must be vitreous china with back splash guard, front overflow opening, equipped with brass trap and drain pipe without stopper. The sink shall be 20 inches wide x 18 inches front to back x 5 <sup>3</sup>/<sub>4</sub> inches deep with ADA trap cover.

5.21.4 The water valve must be self-closing water set with indexed push button.

5.22 Shower:

5.22.1 The shower control unit must be 14 gauge 304 stainless steel recessed shower panel with a 2.5 GPM flow rate, pressure balancing valve, recessed soap dish and integral stainless steel shower head.

5.22.2 The ADA shower control unit must be 14 gauge, 304 stainless steel recessed shower panel with a 2.5 GPM flow rate, pressure balancing valve, recessed soap dish, high low diverter valve, and high low integral stainless steel shower heads.

5.22.3 The restroom/shower facility must provide two, 80 gallon high recovery water heaters.

5.23 Electrical:

5.23.1 All electrical components must be UL listed

5.23.2 All electrical wiring must be in conduit, surface mounted in the service area and concealed in the user compartments. All wire must be copper.

5.23.3 A 200-amp breaker panel must be provided in the chase area.

5.23.4 Interior lights must be wall mounted vandal resistant 2 bulb T8 4 foot wrap around lens fixtures with low temperature ballast wet labeled.

5.23.5 Lighting on the exterior of building must be photocell activated; interior shall be motion activated, chase switch activated.

5.23.6 Four exterior 35-watt High Pressure Sodium lights, vandal resistant must be provided.

5.23.7 GFI outlets must be located next to each sink.

5.23.8 Two restroom exhaust fans must be provided with a 270 CFM rating.

5.23.9 The hand dryer must be an air compression type with remote motor unit. The hand dryer shall have a push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. The power input shall be 120VAC, 7A (non-heated air).

5.24 Shower Benches:

5.24.1 Shower benches shall be constructed of heavy duty 304 satin finish stainless steel with phenolic slats.

### **PART SIX – MANUFACTURE:**

6.1 Mixing and Delivery of Concrete:

6.1.1 Mixing and delivery of concrete must be in accordance with Code, ASTM C94, section 10.6 through 10.9 with the following additions:

6.1.1.1 Aggregate and water shall be adjusted to compensate for differences in the saturated surface-dry condition.

6.2 Placing and Consolidating Concrete:

6.2.1 The concrete shall be consolidated by the use of mechanical vibrators. Vibration shall be sufficient to accomplish compaction but not to the point that segregation occurs.

6.3 Finishing Concrete:

6.3.1 Interior floor and exterior slabs must be floated and troweled.

6.3.2 All exterior building walls and exterior screen walls shall be any one of the available textures.

6.3.3 All exterior surfaces of the roof panels must be cast to simulate any one of the available textures. The underside of the overhang shall have a smooth finish.

6.4 Cracks and Patching:

6.4.1 Any cracks in concrete components which are judged to affect the structural integrity of the building shall be rejected.

6.4.2 Small holes, depressions and air voids must be patched with a suitable material. The patch shall match the finish and texture of the surrounding surface.

6.4.3 Patching shall not be allowed on defective areas if the structural integrity of the building is affected.

6.5 Curing and Hardening Concrete:

- 6.5.1 Concrete surfaces shall not be allowed to dry out from exposure to hot, dry weather during initial curing period.

**PART SEVEN - FINISHING AND FABRICATION:**

7.1 Structural Joints:

7.1.1 Wall components must be joined together with two welded plate pairs at each joint. Each weld plate shall be 6" long and one pair located on the top quarter and one pair in the bottom quarter of the seam. Weld plates shall be anchored into the concrete panel and welded together with a continuous weld. The inside seams shall be a paintable caulk. The outside seams shall use a caulk in a coordinating building color or clear.

7.1.2 The walls and roof must be joined with weld plates, 3"x6" at each building corner.

7.1.3 The joint between the floor slab and walls must be joined with a grout mixture on the inside, a matching colored caulk on the outside and two weld plates 6" long per wall.

7.2 Painting/Staining:

7.2.1 An appropriate curing time must be allowed before paint is applied to concrete.

7.2.2 Some applications shall require acid etching. A 30% solution of hydrochloric acid shall be used, flushed with water and allowed to thoroughly air dry.

7.2.3 Painting shall not be done outside in cold, frosty or damp weather.

7.2.4 Painting shall not be done outside in winter unless the temperature is 50 degrees F. or higher.

7.2.5 Painting shall not be done in dusty areas.

7.2.6 All surface voids must to be filled prior to painting

7.2.7 Schedule of finishes:

7.2.7.1 Inside concrete surfaces

7.2.7.1.1 Inside floors must be 1 coat of 1-part water based chemical resistant urethane.

7.2.7.1.2 Interior walls and ceilings must be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.

7.2.7.2 Metal surfaces both inside and out:

7.2.7.2.1 Two coats of DTM ALKYD.

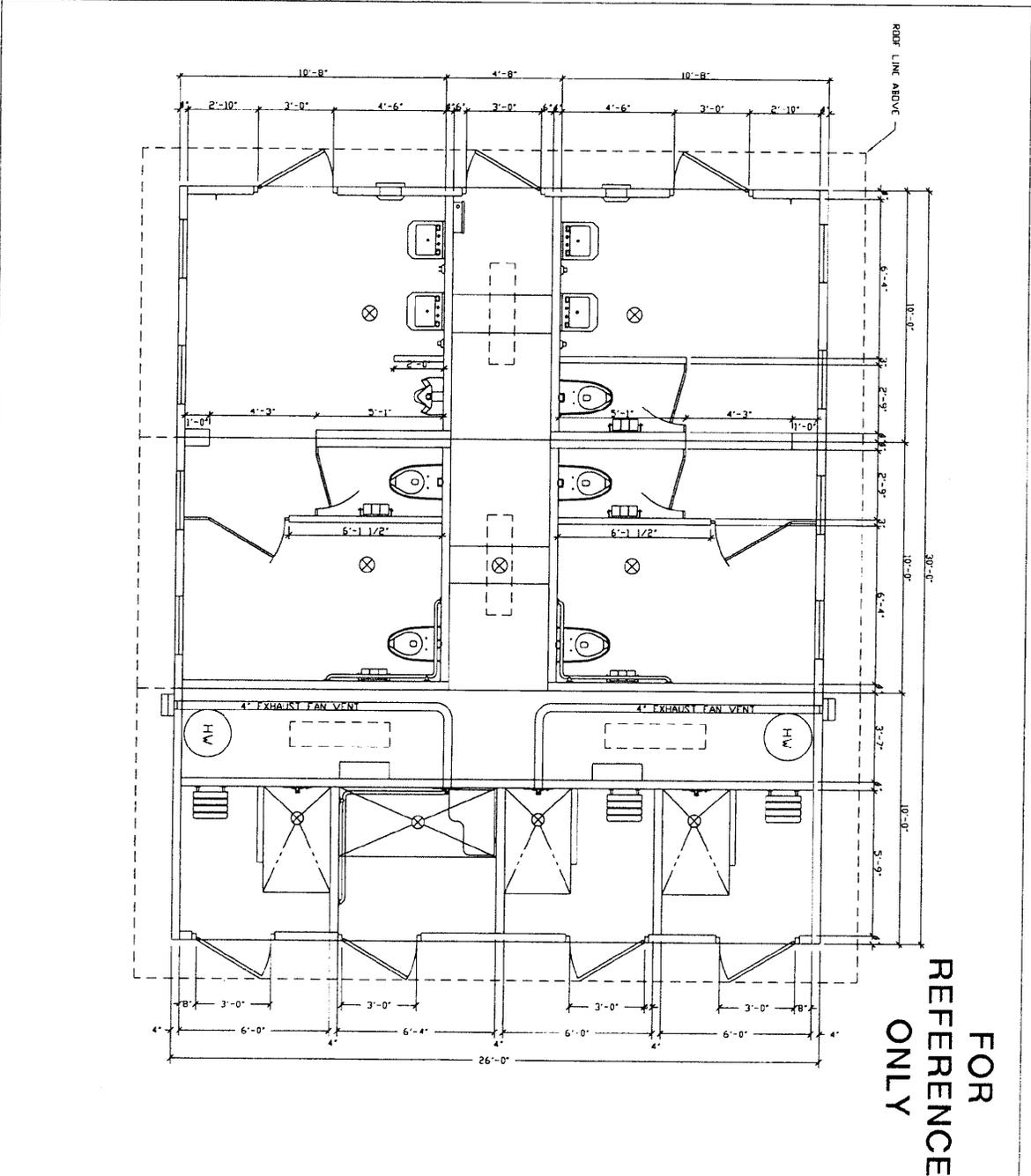
### 7.2.7.3 Exterior concrete surfaces

7.2.7.3.1 Exterior walls must be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

## **PART EIGHT – TESTING:**

- 8.1 The following tests must be performed on concrete used in the manufacture of toilets. All testing shall be performed in the building supplier (PCI certified) laboratories. Testing shall only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling shall be in accordance with ASTM C172.
- 8.1.1 The air content of the concrete must be checked per ASTM C231 Code on the first batch of concrete. The air content must be in the range of 5.0% +/- 2.0%.
- 8.1.2 The compressive strength of the cylinders must be tested to ASTM C39 Code. The Contractor shall make one (1) cylinder for release, one (1) for 7-days and one (1) for 28-days. The release must be a minimum strength of 2500 psi, the 7-day cylinder must be a minimum of 4500 psi and the 28-day cylinder must be a minimum of 5000 psi.
- 8.1.3 A copy of all test reports must be available to the City of Houston as soon as the 28-day test results are available.

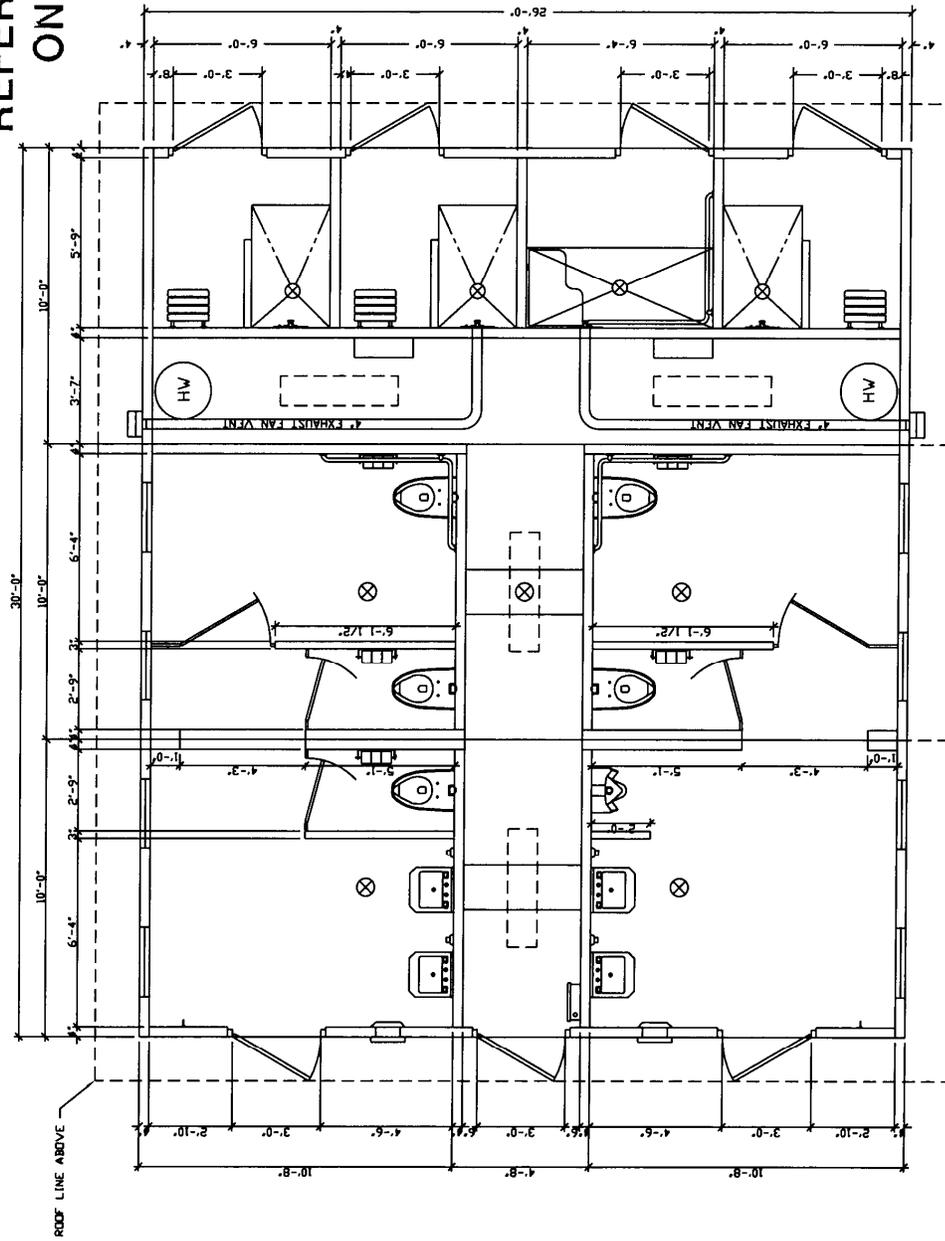
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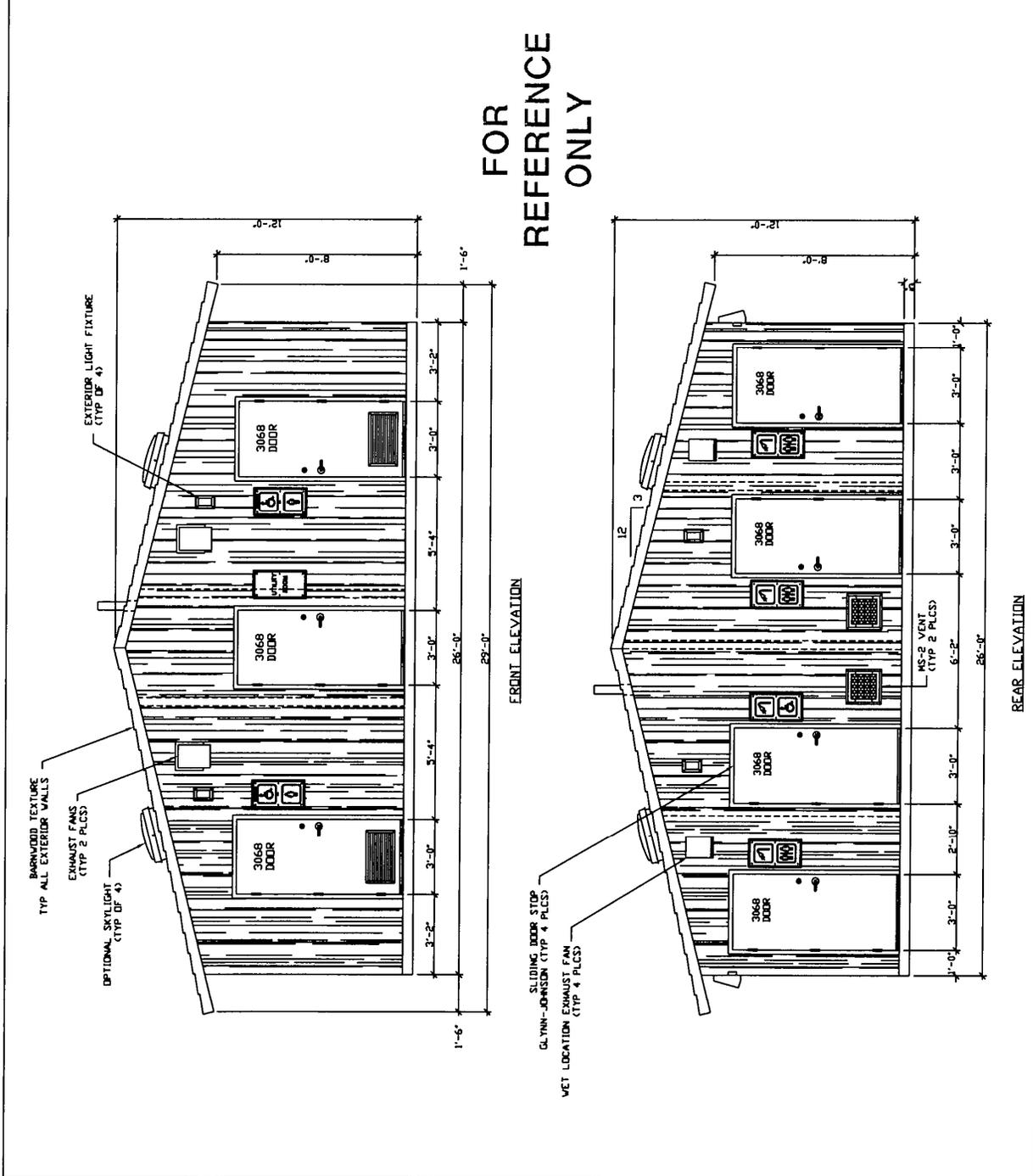


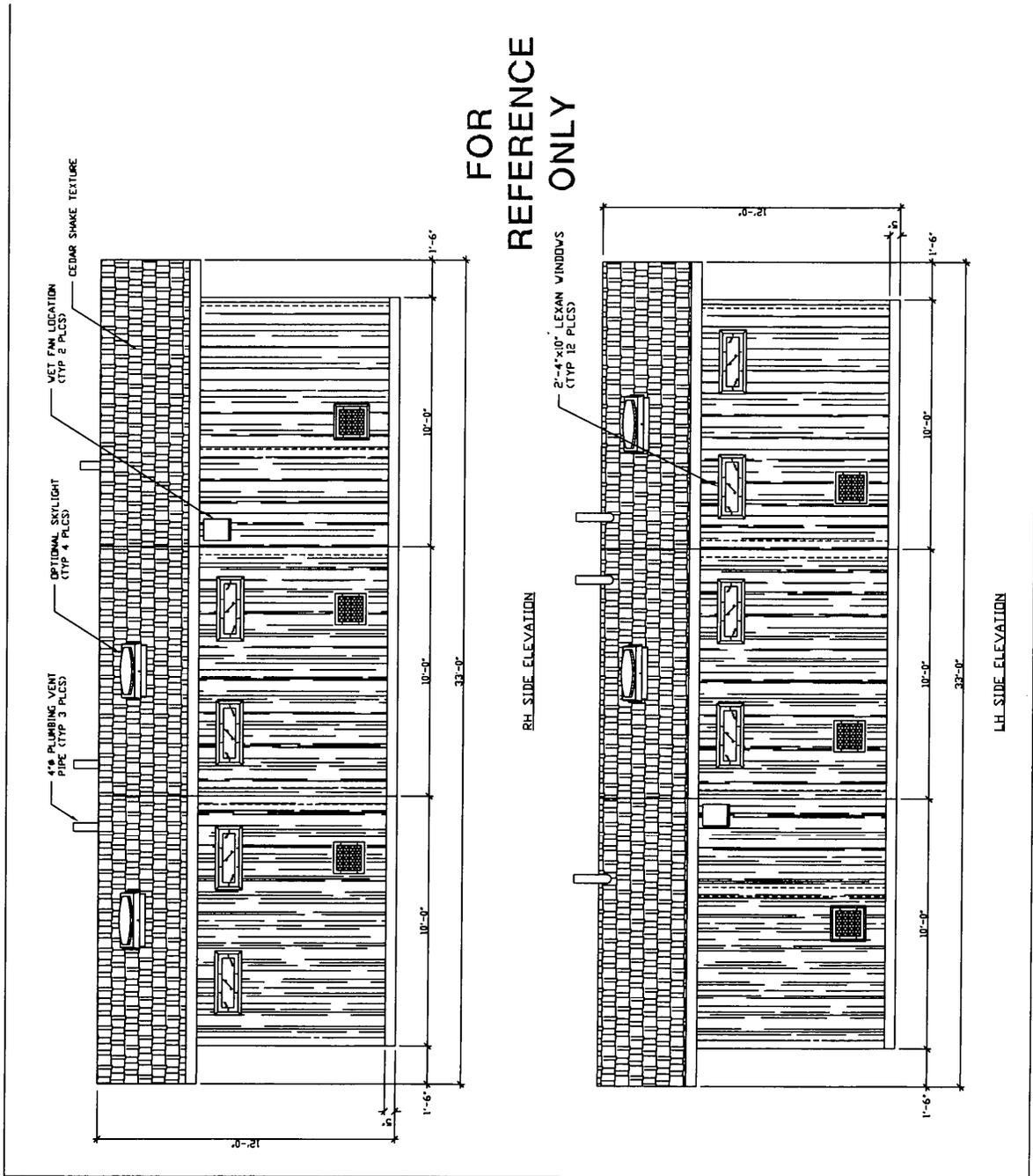
FOR  
REFERENCE  
ONLY



FOR  
REFERENCE  
ONLY







Structural, Elevation & Plan View Drawings can be viewed on the following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24852>

## SECTION C

### BUILDING WAGE SCALE

A PDF version of the Building Wage Scale can be viewed on the following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24852>

### GENERAL CONDITIONS

A PDF version of the General Conditions can be viewed on the following web link:  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24852>

Document 00800

### SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2011 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.*

**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

§  
§

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 its 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-C24852**

**Furnish and Install a Pre-Fabricated Restroom/Shower Facility for the General Services Department**

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. 2013.

PRINCIPAL

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Surety

**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

## 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 hereunder, 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 hereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety there from.

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

**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