CITY OF HOUSTON
INVITATION TO BID
Issued: August 19, 2010

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, **September 9, 2010** 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:

CARPET REPLACEMENT
FOR THE GEORGE R. BROWN CONVENTION CENTER
BID INVITATION No. S45-N23698
NIGP CODES: 360-05, 360-10, 360-11 AND 360-22

Buyer:
Questions regarding this solicitation package should be addressed to, Senior Buyer, **Sandy Yen, at 832-393-8720,** or e-mail to **sandy.yen@houstontx.gov.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at http://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.

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:
There will not be a pre-bid meeting, since this is a re-bid. A tour of the facility can be scheduled by contacting Tom Smyer at (713) 853-8287

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure 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.

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

***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
OFFICIAL BID FORM

FORMAL ONE-TIME BID

CARPET REPLACEMENT
FOR THE CONVENTION AND ENTERTAINMENT DEPARTMENT
BID INVITATION No. S45-N23698

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

The undersigned hereby offers to **furnish and deliver** Prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and 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:

https://purchasing.houstontx.gov

http://purchasing.houstontx.gov/solicitation_forms.htm

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
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 and Forms
Formal Instructions for Bid Terms
Drug Forms
Sample Insurance Over $50,000.00
M/WBE
EEOC
Performance Bond

Notes:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B400, Houston, TX 77002, Attn: Sandy Yen or via fax: 832-393-8759 or via email (preferred method) to sandy.yen@houstontx.gov.

2. Bidders shall familiarize himself/herself with the site and be satisfied as to the extent of the Work and as to the conditions under which he/she will be obligated to perform the Work or that will in any manner affect the Work under this contract. Site Tours may be scheduled by contacting **Tom Smyer at (713) 853-8287**.

SUBMITTALS:

Itemized Bid: Submit an itemized bid listing each of the following items separately:

1. Unit Pricing: Unit pricing for each type, color, and pattern of carpet and accessory item.

2. Maintenance Materials: Provide calculated quantities of maintenance materials for each type and color and pattern of carpet to be provided to the Owner as attic stock (10%).

3. **Contractor is requested to submit the following information/documents with its bid**:

   a. Proposed carpet technical specifications.

   b. Calculated square yardage of area to be carpeted.

   c. Total quantity of carpet required for project showing breakdown of waste (mill overage) and 10% attic stock.

   d. Seaming diagram.

   e. Material take-off report showing estimated quantities of all carpet, adhesives and other miscellaneous installation products required.

   f. References for carpet manufacturer and installer including certifications of installer, years in business and financial statement.

   g. Location of mill that will produce the proposed carpet.

   h. Price per square yard of carpet including freight, price per square yard to install carpet including storage, demolition and floor preparation.

   i. Carpet schedule diagram.

   j. Proposed MWBE subcontractor(s) and related information.

4. If bidder does not submit the above information with its bid, then if requested by the City, bidder must submit all of the above information, specifications, drawings and other descriptive material that may be requested by the City within 7 calendar days of the City's request. FAILURE ON THE BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN MAY BE CAUSE FOR REJECTION OF ITS BID.

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

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

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

PERFORMANCE BOND and PAYMENT BOND:
The successful Contractor(s) shall be required to provide a Performance Bond in the total amount (100%) of the Contract if the award is in excess of $50,000.00.

The Performance 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 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.

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. 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.

PRIME CONTRACTOR/SUPPLIER REFERENCES

In order to receive bid award consideration, the bidder must be able to demonstrate that it has provided, as a prime contractor/supplier, products or services that are similar to those offered on the electronic bid form to governmental agencies or other entities of similar size/scope. The references should be listed in the space provided below. Please attach additional pages as 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.** The City of Houston reserves the right to determine if such products or services are appropriately similar to those offered.

1. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

2. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

3. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

4. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

5. Entity Name: _____

   Address: _____

   City & State: _____

   Name & Phone Number of Contact: _____

SECTION B

PART I
GENERAL SPECIFICATIONS

1.0 BIDDING AND AWARD:

1.1 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 the 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.

1.2 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Contractor/Supplier's invoice(s) for payment).

1.3 The City reserves the option to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award on a line item basis. Therefore, the City shall not be liable for any contractual agreements/obligations the Bidder enters into based on the City purchasing all the quantities specified herein.

1.4 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.

2.0 APPLICABLE SPECIFICATIONS:

2.1 "Notice to Bidders", the "Official Bid Forms", the "General Specifications", the "Technical Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

3.0 TECHNICAL LITERATURE:

3.1 To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request literature or clarifications, as needed, after bid submittal.

3.2 If required, the Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN MAY BE CAUSE FOR REJECTION OF THE BID.

4.0 WARRANTY:

4.1 A minimum twelve (12) month warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Bidder.

4.2 Additional warranties required are listed in the Technical Specifications for each item.

4.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Prime Contractor/Supplier warrants:

- That all items are new and free of defects in title, design, material and workmanship.
- That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
- That each replacement item is new, in accordance with original equipment
- Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- That no item or its use infringes any patent, copyright or proprietary right.

4.4 The Prime Contractor/Supplier's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.

4.5 Any warranty work shall be completed without cost to the City. Prime Contractor/Supplier shall be responsible for all shipping and/or freight expense from the City's designated location to the Prime Contractor/Supplier's facility for all warranty repair and/or maintenance and return to the City's designated location.

5.0 DELIVERY/INSPECTION:

5.1 The item(s) specified above, with delivery tickets and/or other required documents shall be delivered FOB Destination, to the location(s) shown on the purchase order(s) **within the delivery time(s) as listed in the Technical Specifications** after receipt of City of Houston Purchase Order.

5.2 The Prime Contractor/Supplier shall notify the City Contact listed in the "Ship To" section of the purchase order not less than three (3) days prior to expected delivery/arrival to permit inspection scheduling. The City Contact shall advise Prime Contractor/Supplier as to the date, time and location of authorized delivery/location. An authorized representative of the Prime Contractor/Supplier shall supervise delivery to the City. The City will not assume any liability for equipment delivered to an unauthorized location.

5.3 Documentation at time of Delivery:
Prime Contractor/Supplier shall provide the following documentation **per purchase order** upon delivery:

- Copy of purchase order(s) and original invoice(s).
- Warranty policy (ies) and/or certifications as may be required in the Specifications.
- Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.

6.0 SHIPPING TERMS:

6.1 Prices shall be prepaid F.O.B. Destination to the delivery locations, Houston, TX, as indicated on individual City of Houston purchase orders. Prime Contractor/Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Prime Contractor/Supplier. All claims for visible or concealed damage shall be filed by the Prime Contractor/Supplier. The City will notify the Prime Contractor/Supplier promptly of any damaged goods and shall assist the Prime Contractor/Supplier in arranging for inspection.

7.0 RESOLUTION OF LATE DELIVERY FOR EQUIPMENT:

7.1 Time is of the essence in this Contract and accordingly all time limits shall be strictly construed and rigidly enforced. The work shall be furnished and fully completed within the delivery time specified in the Bid Proposal and Purchase Order to be furnished to the Prime Contractor/Supplier by the City. In the event that the work or any portions thereof shall remain uncompleted after expiration of the specified time, the Prime Contractor/Supplier shall furnish to the City a like number of comparable equipment for the City's use until such time as the ordered equipment are delivered. The equipment shall be furnished to the City with insurance to cover the use of this equipment by City personnel and in pursuit of the City's business. Should Prime Contractor/Supplier not furnish such specified equipment during the late delivery period, the City retains the right to lease such equipment from a equipment leasing firm and Prime Contractor/Supplier agrees and authorizes the City to deduct all such costs associated with such leases from the amounts due and owing to Prime Contractor/Supplier under the Purchase Order. The City may avail itself of other remedies that may be available to it in law or equity as to any other event of default

7.2 Prime Contractor/Supplier will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the Prime Contractor/Supplier's reasonable control and directly interfere with performance, and are without Prime Contractor/Supplier's fault or negligence (force majeure). However, Prime Contractor/Supplier shall provide written notice to the City of the cause and extent of an **excusable delay** requesting a time extension equal to the estimated duration thereof. Upon cessation of the event causing the delay, Prime Contractor/Supplier shall provide written notice to the City of the actual delay incurred. Determination of force majeure shall rest solely with the City Purchasing Agent and the receiving department.

8.0 CONFLICT IN TERMS:

8.1 Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.

SECTION B

PART II
TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract apply to this Section.

1. Details, in the form of computer color prints and designs, will be issued to the Contractor of all carpet patterns included in the Work. Computer files of carpet patterns and design are part of the contract documents. The final carpet samples will be provided to the awarded contractor.

2. CRI Carpet Installation Standard 2009, effective date October 1, 2009.

1.2 SUMMARY

A. Provide materials, labor, equipment and services necessary to furnish, deliver and install all Work as indicated. There are approximately 201,000 square feet of area to be carpeted,including the skybridge between the GRB and the Hilton Parking Garage (22,333 square yards). The Drawings provided will assist in identifying the scope of the work. The square footage stated herein is provided only to give prospective bidders an indication of the approximate size of the project and such numbers shall not be binding upon the City and should not be relied upon by bidders. Actual square footage must be determined by each bidder as set forth below.

B. **The Contractor is responsible for all on-site measurements and calculation of quantities of carpet required, including calculations of waste/mill overage. Contractor's failure to measure accurately and to include all costs associated with performing the work in accordance with these specifications, including, but not limited to, waste/mill overage, shall not result in any additional expense to the City. Additional costs not included in Contractor's original bid due to Contractor's errors in measurement or calculation of quantities of carpet required, including waste/mill overage, shall be borne solely by the contractor.**

C. The Work shall include, but is not limited to the following:

1. Removal and palletizing of carpet in designated areas. These areas include the second level public space including show offices, the third level including the ballroom pre-function area, corridors, halls and main walkway. The meeting rooms are not included. The existing carpet will be re-installed in other locations at a later date under a separate contract

2. Axminster, woven nylon carpet, as specified, furnished and installed in all identified areas.

3. Slab preparation and leveling including necessary patching and repairs.

4. Coordination with expansion joints, and electrical, audiovisual, telephone outlets, and other floor mounted devices.

B. Miscellaneous

1. Contractor shall have all required insurance such as workers' compensation, property and auto liability with limits as required by the City of Houston and hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections.

2. Contractor shall provide full time supervision and properly skilled craftsman to perform the Work required under this bid invitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be the best recognized standards known to the various trades.

3. Bidders shall familiarize himself/herself with the site and be satisfied as to the extent of the Work and as to the conditions under which he/she will be obligated to perform the Work or that will in any manner affect the Work under this contract. Site tours may be scheduled by contacting **Tom Smyer** at **(713) 853-8287**.

4. Carpet installation will be scheduled around availability of each Convention Center area. Therefore all Work will be accomplished during weekdays, weekends, as well as periods of the day, to include nights, when the area(s) are not in use. **The work shall not interfere with the operation of the Convention Center.**

5. The Contractor will be provided with a Convention Center building occupancy schedule as well as assistance in making area(s) available upon completion of the client's use. Any new contracted use of the center upon start of installation will be used to adjust the completion date.

6. The Contractor shall confine his operations and work force to the space allotted by the City. The contractor at his expense shall protect and be responsible for any damage to adjacent property.

7. The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the Contractor's possession unless otherwise approved by the City.

8. The Contractor's vehicle(s) must be clearly marked with the Contractor's name on each side of the vehicle.

9. The Contractor shall observe the actual working conditions and provide any safety equipment as may be required to protect personnel.

10. Contractor shall be responsible for cordoning off from the general public in the interest of safety all areas where the Work is to be performed. Contractor shall coordinate with Owner the timing and areas to be cordoned off.

11. All debris, old materials, and trash resulting from the specified Work are considered property of the Contractor. The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the Work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health. The Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations.

12. In case of an emergency, the City may order the Contractor to stop work on the project and clear the area of all personnel and equipment. The Contractor shall comply with such order with all possible speed.

13. These specifications are provided as a guideline for what is expected of the Contractor. The actual installation shall be performed in accordance with the manufacturer's specifications for installation.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and delivery, storage, handling, and installation instructions for each type of carpet, accessory item, and installation material required. Include methods of installation for each type of substrate.

1. Submit written data on physical characteristics and flame resistance characteristics.

2. Submit written recommendations from carpet manufacturers on carpet adhesive.

B. Installer Qualification: Demonstrate the installer capabilities, experience, and certification. Include list of completed projects and type, quantity, and installation methods similar to the Work of this project.

C. See Page 4 of 45.

D. Shop Drawings: Show the following:

1. Seaming Diagrams: Dimensioned drawings showing carpet layout. Verify field conditions and include field measurements. Comply with Manufacturer's instructions for seam location and for lay of carpet. Clearly indicate the following:

a. Seam locations, types, and methods.

b. Carpet type, color, and dye lot.

c. Pattern type, repeat size, location, direction and center point.

d. Type, color and location of carpet insets and borders.

e. Critical pattern match relationships between carpet types.

f. Direction and lay of pile.

g. Installation starting point and sequencing.

h. Installation method for each space, location, or carpet type.

i. Pattern match relationship at stair installations.

j. Type and color of carpet base.

k. Type and location of edge, transition, and other accessory strips.

l. Transition details to other flooring materials.

m. Location of building expansion joints and joint/carpet details.

2. Indicate columns, doorways, enclosing walls/partitions, built-in cabinets, and locations where cutouts are required in carpet.

3. Show installation details at any special conditions.

E. Certification: Submit manufacturer's certificate stating that materials furnished comply with specified requirements for fire performance characteristics and physical properties and warranty requirements.

1. Test Reports: Submit certified laboratory test data and reports evidencing materials compliance with requirements for the following:

a. Fire Performance Characteristics.

F. Acceptance of Substrate: Provide letter of substrate acceptance, signed by contractor, manufacturer and installer as required in Part 3 – Execution.

G. Bond and Adhesion Test Reports. Submit certified test data and reports on bond and moisture tests for concrete subfloors. Distribute copies to installer, carpet manufacturer, adhesive manufacturer, and construction manager for review prior to installation.

H. Floor Flatness Documentation:

1. Contractor shall submit certification that floor flatness criteria established in Division 3, has been maintained in areas to receive Axminster carpet.

I. Maintenance Manual: Submit two (2) copies of manufacturers' instructions for daily and periodic maintenance of all installed carpet types. Include methods and frequency recommended for maintaining carpet in optimum conditions under anticipated traffic and use conditions. Include cleaning and stain removal products and procedures recommended. Include precautions against products and methods, which may be detrimental to appearance and performance. Include instructions for repairing materials.

J. Maintenance Training: Prior to Substantial Completion, review maintenance manual with Owner's maintenance staff and demonstrate recommended methods for cleaning and maintaining carpet.

1.4 QUALITY ASSURANCE

A. Source of Materials:

1. Carpet Materials: To ensure matching of quality, color, pattern, and texture, install materials produced from same dye lot and production run. Where materials cannot be obtained from a single lot or production run, notify the Owner so that the extent and use of each lot or run can be controlled.

2. Carpet Material, Installation Materials and Accessories: Provide materials obtained from one source for each type of materials used in the Work. Do not change source or brands of materials during progress of Work.

B. Qualifications:

1. Carpet Manufacturer Qualifications: Firm (materials producer) with not less than 10 years of production experience in materials of types and quantities similar to the Work of this project, whose published literature clearly indicates compliance of products with requirements of this section.

2. Manufacturer must provide three references of similar scope and scale of the George R. Brown Convention Center.

3. Manufacturer must provide the date, size, specification and contact information of three projects that have been installed for at least seven years.

4. Installer Qualifications: Firm specializing in commercial carpet installation with not less than 5 years of experience in installation of carpet of type, quantity, and installation methods similar to the Work of this section.

5. Installer must be approved and certified by the Manufacturer.

C. Axminster Carpet Manufacturer's Review and Approval:

1. Prior to production of carpet, carpet manufacturer shall review plans, mock-up samples approved by the Owner; specifications, and shop drawings to ensure suitability of product and compliance with manufacturer's warranty requirements and recommendations.

2. Prior to installation of carpet, carpet manufacturer shall review specifications, shop drawings, test reports, and all supplementary materials intended for use in the installation (including adhesives and leveling materials) to insure compliance with manufacturer's warranty requirements and recommendations.

3. The Axminster carpet manufacturer of the carpet must approve the proposed installation of the carpet. All installation procedures recommended by the manufacturer will be followed and only materials supplied, or approved in writing, by the manufacturer will be used in order to coordinate with required warranties.

4. Fire-Treat-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

5. Field Constructed Mock-Up: Before start of carpet Work, erect fully finished mock-ups for Owner's review and approval. Install mock-ups to comply with the following requirements, using materials and methods indicated for final unit of Work.

   a. Locate the following mock-ups on site in location as directed by Owner.

   b. Slab Preparation Mock-Up for review of patching and leveling work.

   c. Carpet Seaming Mock-Up for Axminster carpet.

   d. Mock-Ups will be reviewed for conformance with allowable tolerances, seam appearance, workmanship, and ascetic effects. Replace unsatisfactory mockups.

   e. Notify Owner of date of job mock-ups installation commencement and completion.

   f. Owner will review completed job mock-up installations after at least one week from time of notification of job mock-up completion.

   g. Obtain acceptance of job mock-ups prior to commencement of carpet installation.

   h. Mock-ups shall be maintained throughout the installation of the carpeting to be used to compare actual installation with proposed results and shall remain as part of the Work.

   i. Test concrete subfloors for compliance with ASTM F710 and for determining adhesion and dryness characteristics.

1.5 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with the Carpet and Rug Institute's CRI CARPET INSTALLATION STANDARD 2009, Section 5: "Storage and Handling."

B. Delivery: Deliver materials in manufacturer's original unopened protective packaging, labeled with Identification of Manufacturer, brand name, and lot number.

C. Storage: Store materials in protective packaging to prevent damage prior to installation. Comply with manufacturer's instructions and recommendations.

   1. Lay flat, on continuous blocking off ground.

   2. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surface.

1.6 PROJECT CONDITIONS

A. General: Comply with CRI CARPET INSTALLATION STANDARD 2009, Section 7 “Site Conditions.”

B. Subfloor Moisture Conditions: Do not install carpet over concrete slabs until slab repairs and patching have cured and are sufficiently dry. The moisture emission rate shall be acceptable to carpet and carpet adhesive manufacturers, but in any case not more than 8.5 lbs/1000 sq. ft/24 hours (14.6 kg/1000 sq. m/24 hours) when tested by calcium chloride moisture test in compliance with CRI CARPET INSTALLATION STANDARD 2009, 7.2, with subfloor temperatures not less than 55 deg F (12.7 deg C).

C. Subfloor Alkalinity Conditions: A ph range acceptable to carpet and carpet adhesive manufacturers, but in any case not outside the range of 5 to 9, when subfloor is wetted with potato water and pHydrlon paper is applied.

1.7 WARRANTY

A. Manufacturer’s Warranty:

1. In addition to the Manufacturer’s other warranties, the carpet Manufacturer shall warrant that the carpet and associated materials conform to the requirements specified by the Contract Documents and any requirements that would affect the Manufacturer’s ability to warranty the installation.

2. Special Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other standard warranties made by the carpet manufacturer or other warranties made by the Construction Manager under requirements of the Contract Documents.

3. Failures Defined: Failures include, but are not limited to one or more of the following:

a. Crushing or flattening prior to occupancy.

b. More than 10 percent loss of face fiber.

c. Snags.

d. Runs.

e. Color change or fade.

f. Adhesive failure/delamination.

1.8 MAINTENANCE MATERIALS

A. Maintenance Materials (Extra Stock): Prior to beginning carpet installation, deliver **10% maintenance materials** to the Owner. Maintenance materials are exclusive of material required to properly complete installation. Furnish maintenance materials from same production run as materials installed.

1. Standard Carpet Materials: Provide not less than **10% of the total square footage** of each type of Manufacturer’s standard color and pattern of carpet, in full-uncut rolls.

2 Custom Carpet Materials: Provide not less than **10% of the total square footage** of each type of custom color and/or pattern of carpet, in full-uncut rolls.

3 Accessories: Provide 10% of each type of accessory components required.

4. Packaging and Labeling: Package replacement materials with protective covering recommended by manufacturer, and identified with appropriate labels.

B. Usable Scraps: **Upon completion of the carpet installation deliver usable scraps to the Owner**. Usable scraps are defined to include roll ends of less than 4'-0" in length and pieces of more than three square feet in area and more than 8" wide. Package usable scraps per manufacturer's instructions and clearly label and identify packages. "Usable scraps" will not be accepted as inventory requirement for replacement/maintenance materials.

PART 2 – PRODUCTS

2.1 AXMINSTER CARPET TYPES

A. General:

1. All specification criteria included in Carpet Data refers to finished products after all manufacturing is complete.

2. Acceptable Manufacturers:

a. Ulster Carpet Mills (North America) Inc.

b. Couristan

c. Tai Ping Carpets Americas, Inc.

d. Brintons Carpet U.S.

e. Innovative Carpets

B. Carpet Data:

1. Carpet specification for woven nylon carpet

a. Construction: Woven

b. Yarn Content: 100% Nylon, Type 6.6

c. Yarn Count: R/6002 Tex; 2/52S Dewsbury

d. Dye Method: Yarn

e. Pitch per Inch: 7 (27.6 per DM)

f. Rows per Inch: 9 (35.4 per DM)

g. Pile Height: .250" (6.3 MM)

h. Pile Weight: 32.7 oz per Square Yard (1108 GM/SM)

i. Total Weight: 50.5 oz per Square Yard (2019 GM/SM)

j. Total Thickness: .370" (9.4 MM)

k. Tuft Density: 63

l. Pile Density: 4705

m. Backing Yarns: Polyester/Polypropylene

n. Latex: Fray Resistant Latex Compound (SBR)

o. Treatments: Stain and Soil Resistant, Optional Anti-Microbial

p. Electrostatic Propensity: AATCC 134/ISO 6356 Permanent Anti-Stat: <3.5 KV

q. Surface Flammability: ASTM D2859/ISO 6925 Methenamine Pill: Test

r. Critical Radiant Flux: ASTM E-648 Class 1 Radiant Panel

s. Smoke Density: ASTM 662-01,450

t. Flammability: BX 4790 Hot Metal Nut, 20 MM Low Radius

u. Indoor Air Quality: CRI Green Label Plus

v. Warranty: Limited 10 Year Warranty

w. Special carpet treatment (Scotchgard) as recommended by the manufacturer.

C. Installation Method: Direct Glue (The City will not pay for padding.)

D. Carpet shall be manufactured within the acceptable tolerance for size of pattern repeat in width and length dimension.

1. Size of pattern repeat for each production run of carpet shall be within tolerance dimensionally as follows:

a. Width: 0 inches

b. Length: One inch over twelve feet

2. This tolerance to be maintained between all carpets of the same type and between carpets of a different type as part of the Work, where “pattern match” between carpets is required in the installation.

E. Approval of Custom Yard Colors:

1. All production dyed custom yarn samples, as required, shall be submitted to the Owner for final approval prior to carpet fabrication.

F. Product Identification:

1. In addition to manufacturer’s standard product identification, for each roll of carpet produced, the manufacturer is responsible for measuring the pattern repeat at both the left and right selvage twenty feet from the roll end. The pattern repeat measurements are to be labeled on the outside of each roll prior to shipping. The carpet manufacturer shall code all rolls for pattern match sequence within plus or minus 2 inches over 90 feet.

G. Mill Overage:

1. Identify, quantity, and deliver to the Owner the mill overage of acceptable product for each carpet type.

2.2 CARPET SCHEDULE

A. Refer to the Carpet Design for Carpet Schedule, number of carpets, patterns, size of repeats and roll widths.

B. Design:

1. Designs will be provided with map files as well as samples for color match to the awarded contractor. The designs are owned by the City of Houston and are not to be reproduced

without written permission of the City. Carpet samples, design renderings, overlays and seaming diagrams must be submitted to the City to ensure proper understanding of the designs, layout and color match before proceeding with manufacturing. If design and color cannot be properly interpreted then the bid will be awarded to the next lowest bidder.

2. Colors: 10

3. Design Grid:

Carpet ID	**Repeat**	**Desciption**
Cpt 01	1046" x 432"	2nd Floor Corridor
Cpt 02	143"7/16 x 144 Half Drop	Meeting Room Hallways 3rd Floor
Cpt 03	143"7/16 x 132"7/8	Meeting Rooms 207-219
Cpt 04A	180" x 66"	Stair Landing A
Cpt 04B	180 x 66"	Stair Landing B
Cpt 04C	176" x 66"	Stair Landing C
Cpt 05	24" x 19"	Stairs and Ramp
Cpt 06	864" x 696" 7/16	Rug for Ballroom Prefunction
Cpt 07	672" x 432"	Corridor for 3rd Floor
Cpt 08	71" 23/32 x 72"	Outfill for Prefunction
Cpt 09	216" x 208"	Marker Carpet for Meeting Room Hallways
Cpt 10	216" x 307"	Marker for Stairs Meeting Room Hallways
Cpt 11	180" x 1236"	Sky Bridge to Parking Garage

2.3 SUBSTRATE LEVELING MATERIAL

A. Substrate Leveling Materials:

1. Acceptable Manufacturers and Products: Self-Leveling Materials.

a. Manufacturer: Ardex Inc.

1. Product: Ardex K-16.

b. Manufacturer: Custom Building Products.

1. Product: Level-Eze.

a. Primer: As recommended by manufacturer.

c. Manufacturer: W.R. Bonsal

1. Product: Bonsal Self-Leveling Underlayment.

2. Acceptable Manufacturers and Products: Trowelable Materials.

a. Manufacturer: Ardex Inc.

1. Product: Ardex K-56

b. Manufacturer: Minwax Corporation

1. Product: Lev-l-astic.

2.4 INSTALLATION ACCESSORIES

A. Carpet Adhesive and Seam Sealer: Premium line, water-resistant, mildew-resistant, non-staining, stabilized multi-purpose adhesive and seam sealer. Provide products recommended in writing by carpet manufacturers. Provide both adhesive and seam sealer by the same manufacturer.

1. Acceptable Manufacturers and Products:

a. Manufacturer: Advanced Adhesive Technology, Inc.

1. Adhesive Product: Premium Adhesive 260/280 Series.

2. Sealer Product: Solvent Seam Sealer #125.

b. Manufacturer: Durabond Division, USG Industries, Inc.

1. Adhesive Product: Premium Adhesive D-600.

2. Sealer Product: Solvent Seam Sealer D-16

c. Manufacturer: Para-Chem Southern

1. Adhesive Product: Premium Adhesive 11M-433/233 Series.

2. Sealer Product: Solvent Seam Sealer #4-263.

d. Manufacturer: W.F. Taylor Company

1. Adhesive Product: Premium Multi-Purpose Adhesive 12080.

2. Sealer Product: Touchdown #776 Carpet Seam Cement.

B. Seaming Tape: Premium line hot-melt seaming tape recommended by carpet manufacturer for taping seams. Silicone-backed seaming tape is not acceptable.

1. Width: Provide min. 6” wide seam tape.

C. Miscellaneous Materials: As recommended by manufacturers of carpet, and selected by Installer to meet project circumstances and requirements.

D. Rigid PVC Carpet Edge Guards and Transition Strips:

1. Acceptable manufacturer and Product:

a. Gradus Inc.

1. Product: Clip-Top Carpet Trim

2. Product: Hardnose Stair Edging

3. Finish: Natural oxidized bronze

4. Color: To be selected by Owner from manufacturer's standard colors.

E. Metal Edging: 1/8" wide metal edging for transition to other flooring materials. Top member as noted below. Bottom member of zinc coated steel, angle or "T"-type for adhesive bonding to substrate.

1. Acceptable Manufacturer and Product:

a. Manhattan American Terrazzo Strip Company

1. Product: Divider/accessory strip.

2. Top Member: Half hard brass

3. Finish: Natural oxidized bronze

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine subfloors and conditions, with Contractor, Manufacturer, Owner's Representative and Installer present, for compliance with manufacturer recommendations for maximum moisture content Ph levels, installation tolerances, and other conditions affecting performance of carpet. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Concrete Subflooring: Verify in writing that concrete slabs comply with ASTMF 710 and the following:

1. Slab substrates are dry and free of curing compounds, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by the following:

a. Carpet manufacturer.

2. Subfloors are free of cracks, ridges, depressions, scales, and foreign deposits.

C. Manufacturer's inspection: Manufacturer's representative shall inspect job-site storage of materials and condition of substrate prior to installation, and give written inspection report.

D. Commencement of Work: Do not proceed until unsatisfactory conditions have been corrected, manufacturer's recommendations have been executed, and manufacturer has approved substrate conditions. Commencement of Work will be construed as acceptance of substrate and conditions.

3.2 PROJECT CONDITIONS

A. Acceptance: Provide written acceptance of substrate and environmental conditions in letter form signed by Contractor, Manufacturer, and the Installer that tests required herein have been performed and all conditions are acceptable. Include test results.

3.3 PREPARATION

A. General: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet installation.

B. Conditioning:

1. Materials: Condition carpet materials and adhesive in the area where they are to be installed in accordance with manufacturer's instructions. Where such instructions are not published, obtain conditioning instructions in writing from the manufacturer.

C. Concrete Substrate Preparation:

1. Leveling: Sand or remove protrusions, bumps, and ridges to make floor level in accordance with manufacturer's recommendation.

2. Repair: Repair minor holes, cracks, depressions, and rough areas using patching material recommended by carpet manufacturer.

a. Building Expansion Joints: Prepare surface and level substrate up to joint. Use leveling material compatible with carpet adhesive material. Feather compound to a minimum of 3 feet both sides of joint.

3. Preparation: Clear away debris from surfaces to receive carpet. Clean substrate per manufacturer's instructions. Substrate shall be firm, dry, clean, and free from oil, grease, paint, dirt, non-compatible adhesives, and other foreign matter. Examine subfloors for moisture, alkaline salts and carbonation. Vacuum clean substrate immediately before installation. Check concrete surfaces to ensure no dusting through installed carpet materials.

D. Sealer: Apply sealer to prevent dusting if previous finish has been chemically stripped, or if surface is powdery or porous. Sealer shall be compatible with adhesive and patching/leveling materials.

3.4 INSTALLATION

A. General: Comply with manufacturer's recommendations for seal locations and direction of carpet. Follow approved shop drawings.

1. Installation Pattern: Install carpet in accordance with approved seaming diagrams and the Contract Documents, with pile inclination in one direction.

2. Seams: Install carpet with a minimum number of cross or edge seams. Prepare seams by trimming off the mill or factory edge per manufacturer's instructions. Center seams under door or operable partitions in closed position. Do not place seams perpendicular to door frame, in direction of traffic through door.

3. Coordination: Notify Owner before proceeding if additional seams are required other than those indicated on seaming diagrams, if seam locations must be adjusted to coordinate with job site conditions or manufacturer's instructions, or if job site conditions differ from those shown on the approved shop drawings.

4. Carpet Pattern Matching: Align pattern repeats and match patterns as indicated on design and shop drawings.

a. Pattern Matching: Align pattern repeats and match patterns between breadths of carpet and across seams. Align and balance the pattern in each space. Follow manufacturer's instructions for installation procedures to achieve match patterns and to adjust pattern repeat skewing or bowing.

5. Inserts and Borders: Install carpet inserts and borders as indicated, maintaining carpet direction and lay of pile. Balance pattern within bounds of insert and match pattern along adjacent inserts within a space.

6. Coverage and Terminations: Extend carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcoves of space. Cover all floor type door

closers, except over existing finished cover plates. Where finished cover plates exist, remove cover plate, cut carpet to edge of recessed operating mechanism and reinstall cover plate. Cover plate is to completely cover cutout edges – do not leave cutout edges exposed.

7. Cut-Outs: Provide cut-outs where required. Conceal edges with protective edge guards or overlapping flanges.

8. Edge Guards and Trim Strips: Install edge guard where edge of carpet is exposed. Install trim strips where carpet is flush with adjacent flooring material. Install transition strips where carpet is not flush with adjacent flooring material. Anchor strips to substrate per manufacturer's instructions.

9. Expansion joints: Bridge building expansion joints with "unadhered" carpet. Do not adhere the carpet to the substrate within 18 inches of building expansion joints. Seams occurring within 5 feet of expansion joint and running parallel with that expansion joint are to receive hot-melt tape.

10. Cutting: Where cut carpet is required, cut in accordance with manufacturer's instructions, using tools designed for the materials being installed.

11. Squareness and Tightness: install carpet to fit squarely, with smooth, even seams, and without gaps or residue between seam and adjacent materials. Avoid compressing (jamming) or distorting seams.

12. Sequencing: Follow manufacturer's instructions for carpet sequencing and pattern matching.

13. Seam Rolling: Use seam roller or similar instrument recommended by the manufacturer to blend and enhance the seams.

14. Where carpet is not flush with adjacent surface finished, level difference shall not exceed ½". Verify with Owner before proceeding if finished level change exceeds ½"

B. Direct-Glue Installation: Comply with CRI CARPET INSTALLATION STANDARD 2009, Section 13: "Direct Glue-Down."

1. Fitting: Fit sections of carpet into each space prior to application of adhesive.

2. Edges: Trim edges and seam cut edges with seam sealer per manufacturer's instructions.

3. Carpet Installation: Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Adhere carpet to floor with 100 percent contact with adhesive. Buff carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and insure uniform bond.

4. Hot Melt Seams: Form hot-melt tape seams, where indicated on drawings, to provide sufficient strength for stretching of not less than 100 lbs. Use temperature recommended by manufacturer to completely fuse the seaming tape adhesive to the carpet backing. Seaming procedure shall not damage the face of the carpet. Discolored carpet fibers at seam locations are not acceptable.

5. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds and nosing.

   a. Extend carpet into toe spaces, door reveals, cleats, open-bottomed obstructions, removable flanges, alcoves and similar openings.

6. Contractor shall provide any "undercutting" and adjustments to existing wood and metal doors to clear carpet pile height.

C. Stair installation: Install by direct glue down method. Conceal all edges. Comply with CRI CARPET

INSTALLATION STANDARD 2009, Section 17: “Carpet on Stairs”.

1. Closed riser stairs: Locate seams at inside corners between treads and risers.

3.5 RESILIENT ACCESSORY INSTALLATION

A. General: Install resilient accessories according to manufacturer’s written installation instructions.

B. Place resilient accessories so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer trips at edges of flooring that would otherwise be exposed.

3.6 CLEANING AND PROTECTION

A. Adhesive Removal: Remove any adhesive promptly from face of carpet by method, recommended by manufacturer, which will not damage face or affect color, fiber, or bonding adhesive.

B. Cleaning and Repair: Remove and dispose of debris and unusable scraps. Vacuum with two-motor commercial machine with face-beater element. Remove spots, dirt, or soil using methods recommended by manufacturer, which will not affect color, pattern or fiber. Replace carpet material where spots or soiling cannot be removed. When replacing carpet, replace in its original position and pile direction.

C. Ventilation: Arrange for adequate post-installation ventilation of carpet areas.

D. Protection: Protection carpet and maintain conditions, in a manner acceptable to manufacturer to ensure against carpet deterioration or damage at time of substantial completion.

1. If covering the carpet is determined to be necessary, the carpet manufacturer shall review and approve conditions under which carpet is covered including the timing of and material used to cover. Covering the carpet may entrap moisture thereby increasing the risk of permanent shading. Do not cover carpeting with plastic.

END OF SECTION

PART 4 – PERFORMANCE TIME

4.1 The Contractor shall have **180 calendar days** to complete all work associated with this project after receipt of the Notice – To – Proceed.

PART 5 – DRAWINGS

5.1 George R. Brown Convention Center carpet layout and carpet sample drawings seen below beginning on page 23 of 45.

A PDF version of the George R. Brown Convention Center carpet layout and carpet sample drawings can also be viewed on the following web link
https://purchasing.houstontx.gov/buyer/EditBidMerge.aspx?id=N23698

GRB HOUSTON

GEORGE R. BROWN CONVENTION CENTER
CARPET LAYOUT

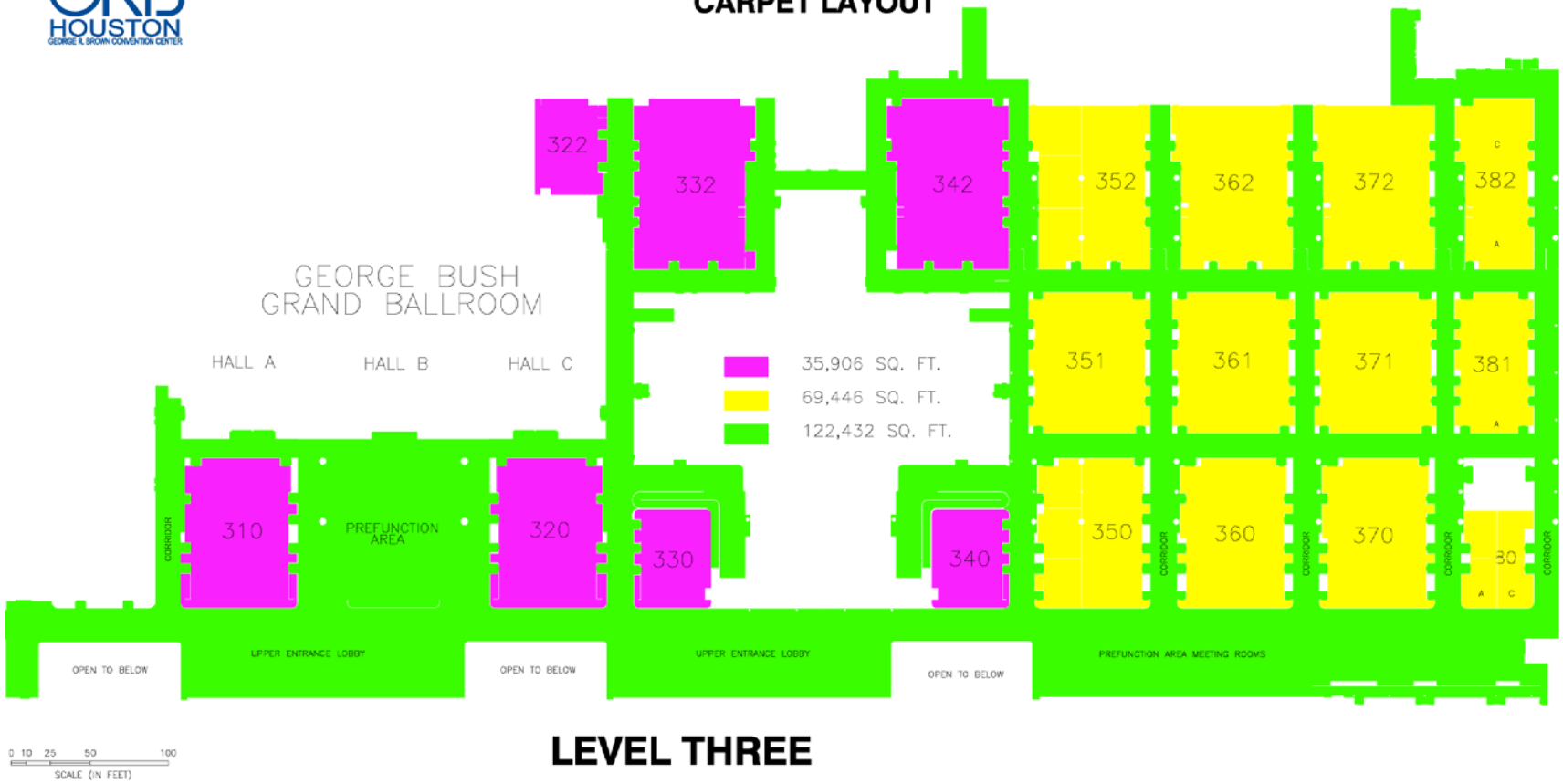
N

0 10 25 50 75 100
SCALE (IN FEET)

71,786 SQ. FT.
5,923 SQ. FT.

LEVEL TWO

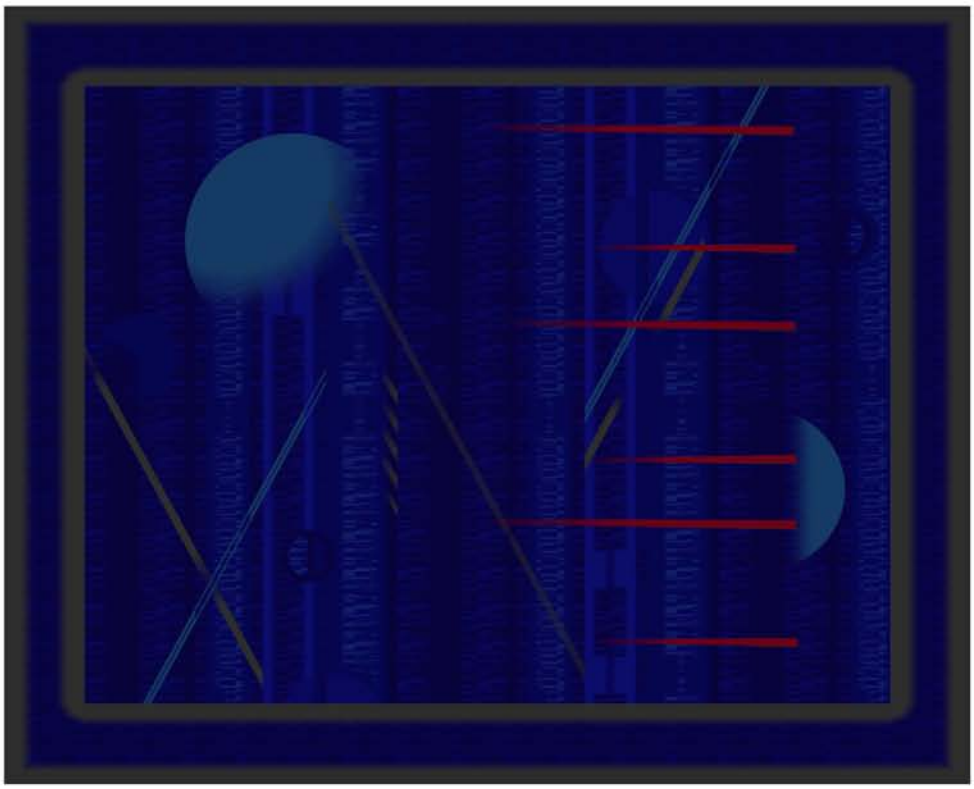
GEORGE R. BROWN CONVENTION CENTER
CARPET LAYOUT



0 10 25 50 100
SCALE (IN FEET)

LEVEL THREE

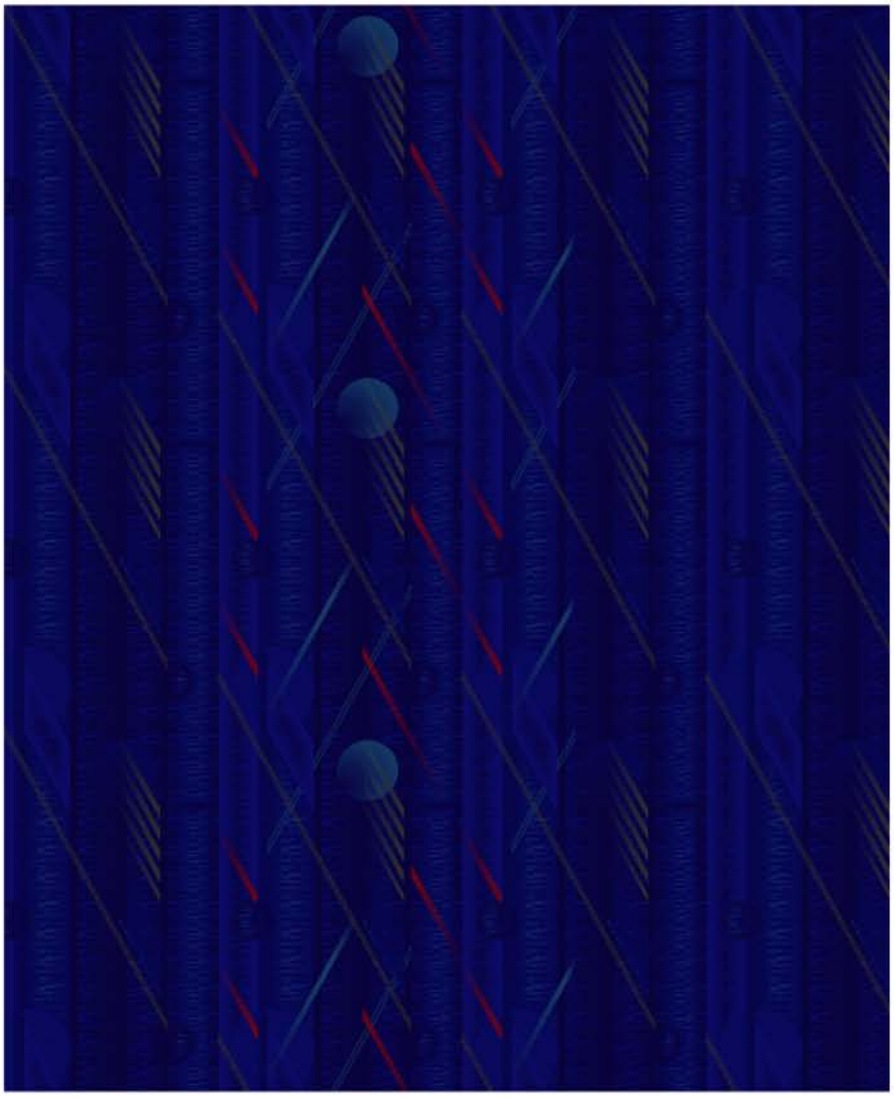
George R Brown Convention Center
Prefunction Rug for 3rd floor



1	2	3	4	5	6
34.099%	28.773%	9.866%	4.491%	21.526%	1.245%
18L	17L	16L	15L	37D	29L

Project Number: 090158
Design Number: GX05828-1
Repeat Size: 864" x 696"7/16
Repeats Shown: 1 x 1
Scale: 1:96
Quality: 7 / 9
Date: 5/25/2010
Designer: BB

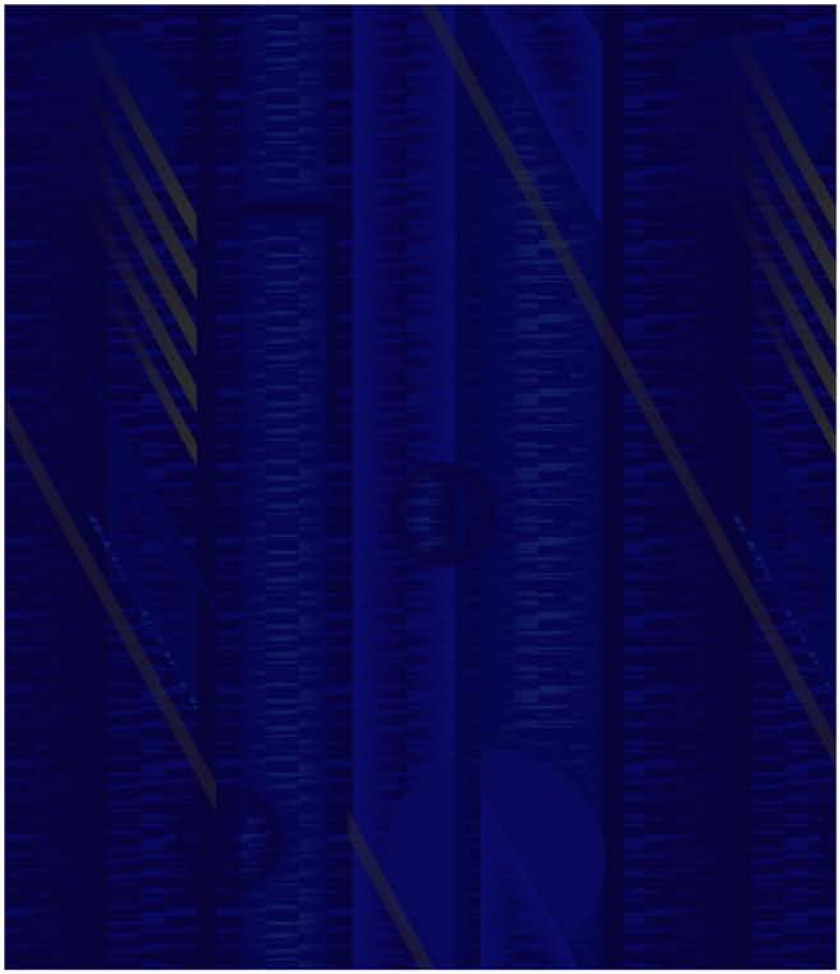
George R. Brown Convention Center
Second Floor Corridor



1	2	3	4	5	6
37.761%	38.182%	18.322%	2.567%	0.560%	2.608%
18L	17L	16L	15L	N335/29L	E314/37D

Project Number: 090158
Design Number: GX04751-21+GX04751-22+GX04751-23
Repeat Size: 1046" x 432"
Repeats Shown: 1 x 3
Scale: 1:128
Quality: 7 / 9
Date: 5/24/2010
Designer: BB

George R. Brown Convention Center
Second Floor: Recessed Area



1	2	3	4	5
43.521%	35.625%	16.433%	1.269%	3.152%
18L	17L	16L	15L	E314/37D

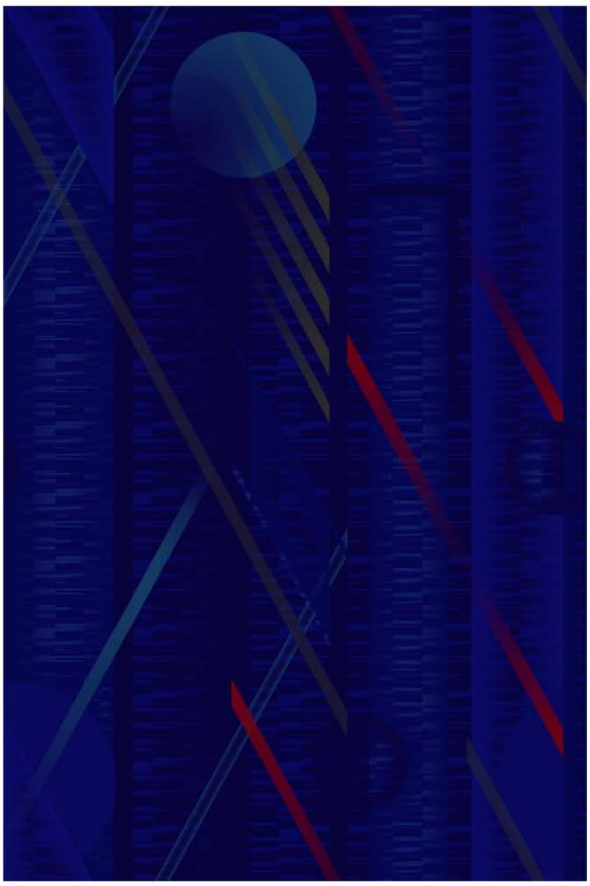
Project Number: 090158
Design Number: GX04751-22
Repeat Size: 372" x 432"
Repeats Shown: 1 x 1
Scale: 1:48
Quality: 7 / 9
Date: 5/24/2010
Designer: BB

George R Brown Convention Center
Sky Bridge to Parking Garage

1	2	3	4	5	8
29.236%	29.266%	17.925%	1.709%	2.048%	1.369%
18L	17L	16L	15L	N335/29L	E314/37D

Project Number: 090158
Design Number: GX06001-1
Repeat Size: 180" x 1236"
Repeats Shown: 1 x 1
Scale: NTS
Quality: 7 / 9
Date: 6/23/2010
Designer: BB

George R. Brown Convention Center
Third Floor: Prefunction Corridor



1	2	3	4	5	8
36.321% 18L	36.655% 17L	18.470% 16L	4.641% 15L	1.463% N335/29L	2.449% E314/37D

Project Number: 090158
Design Number: GX04751-19
Repeat Size: 288" x 432"
Repeats Shown: 1 x 1
Scale: 1:48
Quality: 7 / 9
Date: 5/25/2010
Designer: BB

A PDF version of the George R. Brown Convention Center carpet layout and carpet sample drawings can also be viewed on the following web link
https://purchasing.houstontx.gov/buyer/EditBidMerge.aspx?id=N23698

SECTION C

GENERAL TERMS AND CONDITIONS

1.0 COMPETITIVE BIDDING:

1.1 It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions. All materials and/or equipment shall be new unless stated otherwise. Prospective bidders are advised that the specifications within this bid invitation are not to be considered restricted to any referenced manufacturer.

2.0 AWARD:

2.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

2.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities that are in the best interests of the City.

3.0 CONDITIONS PART OF BID:

3.1 In the event of any conflict, the terms and provisions incorporated in the bid specifications shall control over the terms and provisions of the General Terms & Conditions for any or all purposes. Otherwise, all the terms and provisions appearing within the General Terms & Conditions shall be given full effect and shall be construed in harmony to the maximum extent by the parties hereto.

3.2 The failure of the City to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Contract, General Terms & Conditions or Specifications shall not be construed as a waiver or relinquishment of the future performance of such term, covenant or condition by the City, but the obligation of the Prime Contractor/Supplier with respect to such future performance shall continue in full force and effect.

4.0 SILENCE OF SPECIFICATIONS:

4.1 The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and only materials and workmanship of first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

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 Prime Contractor/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.

7.0 PATENTS:

7.1 The Prime Contractor/Supplier agrees to indemnify and save harmless the city, its agents, employees, officers, and legal representatives from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and it shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8.0 TERMINATION OF AGREEMENT:

8.1 By the City for Convenience:

8.1.1 The City Purchasing Agent may terminate this Contract at any time upon 30-calendar days notice in writing to the Prime Contractor/Supplier. Upon receipt of such notice, Prime Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. As soon as practicable after the receipt of notice of termination, the Prime Contractor/Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract to date of termination. The City agrees to compensate the Prime Contractor/Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this contract and not previously paid.

8.2 By the City for Default by Prime Contractor/Supplier:

8.2.1 In the event that the materials and/or services furnished by the Prime Contractor/Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein, the City through a written notice from the City Purchasing Agent to the Prime Contractor/Supplier describing such default may as its options:

(1) Terminate the contract for default and the City shall have no further obligation under the Contract.

(2) Allow the Prime Contractor/Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Prime Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Prime

Contractor/Supplier fails to cure such default prior to the propose date of termination, then the City may terminate its performance under this contract as of such date and have no further obligation under the contract.

8.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Prime Contractor/Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Prime Contractor/Supplier and that which the City was forced to pay for covering Prime Contractor/Supplier's failure to deliver or perform services.

8.3 By the Prime Contractor/Supplier for Default by City:

8.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Contract required to be performed or observed by the City, and the Prime Contractor/Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Prime Contractor/Supplier to constitute default on the part of the City.

8.3.2 Upon receipt of such notice in writing from the Prime Contractor/Supplier, however, the City shall have 30 calendar days to cure such default. The Prime Contractor/Supplier, at its sole option, may extend the proposed date of termination to a later date.

8.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the propose date of termination, then the Contractor/Supplier may terminate its performance under this contract as of such date

9.0 <u>SUCCESSORS & ASSIGNS:</u>

9.1 Prime Contractor/Supplier may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Prime Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the City Purchasing Agent to terminate this contract according to its terms.

10. <u>RELEASE:</u>

10.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

11.0 <u>INDEMNIFICATION:</u>

11.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR

PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

11.2 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

11.3 <u>INDEMNIFICATION PROCEDURES:</u>

11.3.1 <u>Notice of Claims.</u> If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

11.3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

11.3.3 <u>Defense of Claims.</u>

(a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Prime Contractor/Supplier elects to defend the

claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

12.0 INSURANCE: (See City of Houston's website for sample certificate)

12.1 The Prime Contractor/Supplier shall have insurance coverage as follows:

- Commercial General Liability shall be $500,000 per occurrence; $1,000,000 aggregate, per 12-month policy period.
- Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Prime Contractor/Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Prime Contractor/Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED. $1,000,000 - Combined Single Limit per occurrence; $1,000,000 aggregate, per 12-month policy period.
- **Worker's Compensation** including Broad Form All States endorsement shall be in statutory amount.
- **Employer's Liability:** Bodily Injury/Accident $100,000; Bodily Injury/Disease $100,000 (per employee); Bodily Injury/Disease $100,000 (policy limit).

12.2 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in Texas, and shall have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

12.3 All insurance policies required by this Contract shall require on their face that 1) the City of Houston is named as an additional insured; 2) the insurance carrier waives any rights of subrogation against the City; and 3) it shall give thirty (30) days written notice to the City before any policy required by this Contract is cancelled. Within such thirty (30) day period, Prime Contractor/Supplier covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Prime Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 **REQUIREMENTS FOR CERTIFICATE OF INSURANCE:**

12.4.1 Certificate must not be more than 30 days old.
12.4.2 Name and Address of Producer writing coverage.
12.4.3 Name of each insurance company providing coverage (as listed or on company's Certificate of Authority on file with the Texas Department of Insurance, or in Best's Key Rating Guide.)
12.4.4 Name and address of insured (as shown on policy).
12.4.5 Letter in the column must reference the insurer of the policy being described.
12.4.6 Must be a policy number; no binders will be accepted.

12.4.7 Date policy became effective.
12.4.8 Expiration date must be at least **60** days from date of delivery of certificate.
12.4.9 Name and file number of project (Bid Name and Bid Number).
12.4.10 Name of project manager (Buyer).
12.4.11 Signature or facsimile signature of authorized representative of Producer (blue ink preferred).

12.5 Prior to award and/or starting work, Prime Contractor/Supplier must present a Certificate of Insurance evidencing the insurance coverage specified above. This is a mandatory requirement.

Forward to Buyer at:

City of Houston
Strategic Purchasing Division
901 Bagby, Room B400
Houston, Texas 77002

INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPPED BY MANUFACTURER OR IS DELIVERED BY COMMON CARRIER.

13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

13.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract awarded for the supply of goods or non-professional services of approximately $100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

13.2 Prime Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Prime Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Contract to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

13.3 Prime Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Contractor/Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

13.4 Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

14.0 REJECTIONS:

14.1 Articles not in accordance with samples and specifications must be removed by the Prime Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.

14.2 All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

15.0 INVOICING:

15.1 In order to expedite payments all invoices must be submitted in triplicate, itemized as to quantity, part and/or model number, description in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

15.2 All delivery tickets must have a description of the item delivered.

15.3 Mail invoices to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

15.4 Delivery tickets and packing slips will contain the same information as the invoice.

15.5 All packing slips and delivery tickets must be signed by the receiving employee with their City Employee Number and must be signed by Prime Contractor/Supplier's Representative.

16.0 TAXES:

16.1 The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the bid price must be net exclusive of above-mentioned taxes. A Prime Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, may approve or issue the necessary certificates.

17.0 PAYMENT:

17.1 Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the equipment and all required documents, whichever occurs later. Invoices received that do not agree with the provisions set forth herein shall be returned for correction and will result in payment being delayed.

17.2 PAYMENT OF SUBCONTRACTORS:

17.2.1 Prime Contractor/Supplier shall make time payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract. Prime Contractor/Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Prime Contractor/Supplier's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Prime Contractor/ Supplier to comply with the decisions of the arbitrator may be deemed, at the sole discretion of the City, a material breach leading to termination of this Contract.)

18.0 INSPECTIONS AND AUDITS:

18.1 The City reserves all rights to review all payments made to Prime Contractor/Suppliers by auditing at a later date. Subject to such audit, may overpayments may be recovered from the Prime Contractor/Supplier.

18.2 City representatives may have the right to perform, or have performed, (1) audits of Prime Contractor/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Prime Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this Agreement

terminates. This provision does not affect the applicable statute of limitations.

18.3 City representatives have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.

19.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

19.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor/Supplier to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

19.2 Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

19.3 Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

19.4 For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of $30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor/Supplier** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

19.5 **A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled **"Contractor Submission List"** will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

20.0 CITY OF HOUSTON CONTRACTOR/SUPPLIER OWNERSHIP DISCLOSURE ORDINANCE:

20.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City and other qualifying governmental entities prior to entering into contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

20.2 Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

20.3 A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning 5% or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

20.4 Completion of the **"Affidavit of Ownership or Control",** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information with your bid or proposal may be just cause for rejection of your bid or proposal.

21.0 CHANGE ORDERS:

21.1 At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Prime Contractor/Supplier shall furnish the services or deliverables in the change order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the additional work.

21.2 Prime Contractor/Supplier shall not make any changes to the specifications or drawings contained herein without written authorization from the City Purchasing Agent or designated representative. The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications or drawings without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Prime Contractor/Supplier on unauthorized change orders.

21.3 Documentation acceptable to the City Purchasing Agent as evidence of Prime Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes PRIOR TO ANY CHANGES BEING PERFORMED. The face of the envelope containing this letter shall clearly state, "CHANGE ORDER REQUEST" and THE NUMBER OF THE BID INVITATION AND THE NUMBER(S) OF THE PURCHASE ORDER(S) referenced. Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Prime Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent
City of Houston
Strategic Purchasing Division
901 Bagby
Houston, TX 77002

21.4 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:

21.4.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of $25,000 or less. A change order of more than $25,000 over the approved contract amount must be approved by City Council.

21.4.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.

21.4.3 For any items described in a change order that the Prime Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Prime Contractor/Supplier.

Attachments: 1) Exhibit A – City of Houston Bidder's Bond Form
2) Exhibit B – Performance Bond Form

EXHIBIT "A"

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 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: ---

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 therefor 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. 19_____.

PRINCIPAL

By_____

By_____

_____

_____

Surety

Exhibit "B"

PERFORMANCE BOND

THE STATE OF TEXAS '
'
COUNTY OF HARRIS '

_____ , ("Principal") and_____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of $_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of $_____is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post

office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on_____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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