



CITY OF HOUSTON

INVITATION TO BID

November 7, 2008

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, December 4, 2008**, 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:

**CULLEN BOULEVARD BEAUTIFICATION PROJECT
FOR THE PARKS AND RECREATION DEPARTMENT
Bid No. S50-C23096
NIGP Code: 988-52**

Buyer:

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

Electronic Bidding:

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

Mandatory Prebid Conference:

A Mandatory Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #1, City Hall, 901 Bagby, at 10:00 a.m. on Tuesday, November 18th, 2008. The site visit will be scheduled at the pre-bid conference.

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

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

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

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

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

***CONTENTS:**

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

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

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

SECTION A



FORMAL ONE-TIME BID

**CULLEN BOULEVARD BEAUTIFICATION PROJECT
FOR THE PARKS AND RECREATION DEPARTMENT
Bid No. S50-C23096
NIGP Code: 988-52**

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

The undersigned hereby offers to provide services necessary for the "**Cullen Boulevard Beautification Project for a one-year period with two (2) one-year option periods to extend for the Parks and Recreation Department**", F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

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

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

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide the **Cullen Boulevard Beautification Project** for the City in accordance with attached Specifications.

SECTION A

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

Additional Required Forms to be Included with this bid:

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

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

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
Daily Work Sheet
Drug Forms
Sub Contractor
EEOC
Construction Addendum
Construction Insurance
Construction Insurance OCP
Construction 2006 Building Construction Wage Rate
Pay or Play Health Insurance Program

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than 4:00 PM, Friday, November 14, 2008.

PERMITS:

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

CITY BUILDING CODES:

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

PERFORMANCE BOND and PAYMENT BOND:

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

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

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

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.

MAINTENANCE BOND:

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

QUALITY AND WORKMANSHIP

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

CONTRACTOR'S QUESTIONNAIRE

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

1. Business Name:

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

2. Business Name:

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

3. Business Name:

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

SITE INSPECTION

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

SECTION B SCOPE OF SERVICES

1.0 SERVICES IN GENERAL

- 1.1 The Contractor shall furnish all labor, tools, safety equipment, supervision and transportation necessary to demolish existing pavement in the existing medians and provide topsoil, tree planting and maintenance services for the Parks and Recreation Department in accordance with the provisions of these specifications. The work shall be performed at the locations specified in the "work order". The Contractor shall coordinate its performance of the services with the department Director or its designee.
- 1.2 The contract term will be for a period of two (2) years from the date specified in the Notice to Proceed letter unless sooner terminated according to the terms of the contract. The guarantee period shall survive the expiration of the twenty-four (24) month contract term. The warranty begins on the date of acceptance when the tree is planted and/or replaced.

2.0 STANDARD OF PERFORMANCE AND EMPLOYEES QUALIFICATIONS

- 2.1 The Contractor's performance shall be in accordance with the highest standard prevailing in the tree planting and maintenance industry. The Contractor shall be required to perform and complete the work described in this Contract in a thorough and professional manner. Any item primary, secondary or incidental to the performance of this contract shall be included in this service.
- 2.2 The Contractor shall contact the Director (hereinafter referred to as the Director or his/her designee) by telephone and by E-mail, anytime work at a jobsite is interrupted for any reason, designated jobsite planting schedule is complete, or Contractor is ready for the next scheduled tree planting.
- 2.3 The Contractor must have a degreed Urban Forester and/or be certified by the Texas Nurserymen and Landscape Association (TNLA), with at least five years experience on staff and or subcontractor with the aforementioned credentials to oversee tree planting and maintenance work. The Contractor shall provide all applicable licenses to the City within five working days after receipt of the request from the City to do so.

3.0 WORK OBJECTIVES

- 3.1 Work under this Contract has four broad objectives:
 - 3.1.1 To provide for the safety of people and property.
 - 3.1.2 Remove existing paving materials from the designated medians.
 - 3.1.3 To plant trees and to maintain them in a healthy and vigorous condition.
 - 3.1.4 To maintain the aesthetics of both the trees and the environment.

4.0 CONTRACTOR'S DUTIES

- 4.1 The Contractor shall furnish all trees and associated supplies and materials to provide all services to plant and maintain the trees in accordance with the provisions of this contract. The Contractor shall coordinate its performance of the services with the Director or designee and such other persons as the Director or designee may specify.
- 4.2 The Contractor shall warrant that all of the trees planted shall remain alive at time of planting and healthy until the end of the two (2) year guarantee period (the "guarantee period") from time of planting. The warranty begins on the date the tree is planted and/or replaced.

4.3 The Contractor will maintain relevant utility marks in planting area(s).

5.0 ASSIGNMENT OF WORK

5.1 The Contractor shall be notified by the Director or its designee, by telephone or E-mail, when a “work order” has been prepared. The Contractor shall pick up the “work order” within two (2) working days after receiving telephone notification. The work involved for a “work order” shall be completed within fifteen (15) Calendar days from the date the Contractor receives the “work order”. If there is inclement weather or extenuating circumstances during the work period, the Director or its designee may extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the Director’s representative.

5.2 All trees to be planted and maintained shall be located at the 27 Medians along Cullen Boulevard from outside South Loop 610 to Meadowpark Road.

6.0 PERFORMANCE OF WORK

6.1 The Contractor shall fax, or e-mail its work locations for a particular day to the Director or its designee between 7:00 a.m. and 9:00 a.m. each workday.

6.2 Work hereunder shall be performed on City property, which may include street right-of-ways, parks, esplanades, parkways, and other City properties.

6.3 The Contractor shall locate or have located all underground utilities, and maintain relevant utility marks that may interfere with the planting location. If utilities do interfere with planting location the Director or its designee may choose to substitute the “work-order”.

7.0 TREE PLANTING SPECIFICATIONS

7.1 All trees shall be of first quality and shall be healthy representatives of their species and variety. Trees to be planted shall have straight trunks and uniformly shaped crowns. All trees shall be tagged with the scientific and/or common name and shall have been grown to standards of the American Association of Nurserymen and shall meet the standards set in ANSI Z601 American Standard for Nursery Stock.

7.2 All trees shall be container grown (no ball and burlap trees) with trunk caliper measured at six (6) inches above soil level. All trees must meet the size criteria stated in Section 7.3 or be approved by the Parks and Recreation Department coordinator.

7.3 5 Gallon, Height: 2 to 5 feet, Caliper: 0.5 to 0.75 inches, Crown: 3 to 4 feet
15 Gallon, Height: 5 to 7 feet, Caliper: 1.25 to 1.75 inches, Crown 3 to 4 feet
30 Gallon, Height: 8 to 10 feet, Caliper: 2 to 2.25 inches, Crown: 4 to 5 feet

7.4 Some species will not meet the above specification listed in Section 7.3, all trees that do not must be approved by the Director or designee prior to planting.

7.5 The Director or its designee shall have the authority to suspend the Contractor’s operations in whole or part for such period or periods of times as it considers unfavorable for

tree planting. The Director or its designee shall also have the authority to order the resumption of any operations, which may have been suspended by the Contractor as a result thereof. Any notification to suspend or resume operations shall be through official correspondence signed by the Director or its designee.

- 7.6 The Contractor shall transport and handle trees with adequate protection during delivery, includes covering trees to be planted with tarpaulin or transporting them in an enclosed truck. The Contractor is responsible for loading and unloading at the job site. The Contractor assumes all risk and expense of the storage of any and all unplanted trees. No trees shall be left unplanted on the job site without proper security.
- 7.7 The Contractor shall abide by the following guidelines for planting the trees herein. Holes for the trees shall be excavated to twice (2) times in width the diameter of the tree soil ball with the sides of the hole being vertical and the bottom horizontal. Trees are to be planted with the top of root ball one and half (1.5) inches above existing grade. The Contractor at his sole expense shall dispose of all surplus excavation materials. Under no circumstance are holes to be left uncovered overnight. Trees will be gently removed from the container and set in an upright plumb position at a depth one and a half (1.5) inches higher than the tree grew in the container, unless otherwise specified by the Director or its designee. Care will be taken so as not to injure the root system, trunk or foliage.
- 7.8 The backfill shall consist of topsoil excavated from the planting hole. If there is insufficient topsoil, a supplement of similar topsoil, approved by the Director or its designee, will be furnished by the Contractor at the contractor's expense. Each planting hole shall be backfilled with an approved soil and tamped lightly and carefully so as not to damage the tree roots.
- 7.8.1 Each tree will be fertilized utilizing Osmocote™ slow release fertilizer, Microlife™, organic fertilizer, or approved equal, per the manufacturers recommended ratio. One-half (1/2) cup hydrogel per tree will be added as hole is backfilled. A product containing mycorrhizae (such as Mycor™) shall be added with the fertilizer.
- 7.8.2 The tree shall then be watered so as to settle the soil around the roots and shall maintain adequate moisture levels within the rooting area of all planted trees. Adequate moisture level is defined as a consistent supply of water applied to the trees root ball area so that the tree produces healthy green foliage during the growing season and maintains viable buds during the dormant season. Watering can be accomplished through truck watering or where viable temporary irrigation installation is available, but shall be dispensed in a method not to create run-off.
- 7.8.3 The Contractor shall water the trees at a minimum of every twenty-one (21) days during the months of November, December, January and February with each tree receiving a minimum of ten (10) gallons per each (1) inches diameter of tree; every fourteen (14) days during the months of March and October with each tree receiving a minimum of ten (10) gallons per each (1) inches diameter of tree; and every seven (7) days during the months of April, May, June, July, August and

September with each tree receiving a minimum of ten (10) gallons per each (1) inches diameter of tree. Tree(s) experience wilting and/or defoliation, or any other sign of stress, the Contractor shall water the trees as needed to ensure the trees remain healthy and vigorous and maintain an aesthetically pleasing appearance until the end of the warranty period.

- 7.8.4 Pruning shall be done according to recognized horticultural standards or at the instructions of the Director or its designee. All damaged limbs shall be removed. The Contractor shall ensure that the tree maintains a shape appropriate to its species.
- 7.8.5 All trees shall be staked in a north-south pattern. All trees shall be staked with two (2) stakes at time of planting. All stakes will be six (6) foot, pressure treated, lodge pole type posts. All trees will be tied or guyed with a half-inch (1/2") web material arbor-tie in a manner that is both secure and non-injurious to the tree and approved by the Director or his designee. The contractor must maintain the stakes in an upright positions and will be required to remove all stakes from the trees at the end of an 18-month period, except as directed by the Director or its designee.
- 7.8.6 The mulched areas shall be maintained free of weeds and grass vegetation with a minimum of 3 to 4 inch mulch cover for the maintenance period of twenty-four (24) months. If so indicated on the "work-order" mulch may be required to be placed in-between trees in groupings. All areas are to be re-mulched twice a year.

8.0 SELECTIVE DEMOLITION

PART 1 - GENERAL

8.1 DESCRIPTION

8.1.1 This section includes all material, labor, machinery and supervision required to demolish and remove the following items where applicable and as noted on the Drawings:

8.1.1.1 Concrete paving, asphaltic concrete pavement, and base courses.

8.1.1.2 Any other items specifically called for in the Drawings

8.1.1.3 Off-site Disposal of all demolished materials and equipment.

8.2 SUBMITTALS

8.2.1 The Contractor shall submit proposed methods, equipment, materials and sequence of operations for demolition. The contractor shall describe coordination for shutting off, capping, and removing temporary utilities and plan operations to minimize temporary disruption of utilities

to existing facilities or adjacent property.

8.2.2 The Contractor shall submit proposed demolition and removal schedule for approval and notify department Director or its designee in writing at least 48 hours before starting demolition.

8.2.3 The Contractor shall obtain a permit for demolition and sidewalk closures, as required.

8.3 ENVIRONMENTAL CONTROLS

8.3.1 The Contractor shall minimize spread of dust and flying particles and if required by governing regulations, use temporary enclosures and other suitable methods to prevent the spread of dust, dirt and debris.

8.3.2 The Contractor shall use appropriate controls to limit noise from demolition to levels designated in City ordinances.

8.3.3 The Contractor shall not use water where it can create dangerous or objectionable conditions, such as localized flooding, erosion, or sedimentation of nearby ditches or streams.

8.3.4 The Contractor shall stop demolition and notify department Director or designee if underground fuel storage tanks, asbestos, PCB's, contaminated soils, or other hazardous materials are encountered.

8.3.5 The Contractor shall dispose of removed equipment, materials, waste and debris in a manner conforming to applicable laws and regulations.

8.4 EXISTING CONDITIONS

8.4.1 The Contractor shall conduct demolition to minimize interference with driveway access. Maintain egress and access at all times.

8.4.2 The Contractor shall provide, erect, and maintain temporary barriers and security devices as required by the City of Houston.

8.5 HAZARDOUS MATERIALS

8.5.1 It is not expected that hazardous materials will be encountered in the Work.

8.5.2 If materials suspected of containing hazardous materials are encountered, the Contractor shall not disturb; immediately notify the department Director or designee.

8.6 DEMOLITION SUBMITTALS

8.6.1 Qualification Data: For demolition firm.

8.6.1.1 The Contractor shall have a minimum of 5 years experience in demolition or closely related work.

8.6.1.2 The Contractor shall provide at least 7 references to related work.

8.6.2 The Contractor shall Schedule Selective Demolition Activities: by indicating the following:

8.6.2.1 Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.

8.6.2.2 Means of protection for items to remain and items in path of waste removal from the site.

8.7 PRE-DEMOLITION PHOTOGRAPHS

8.7.1 The Contractor shall show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit photographs before Work begins.

8.8 REGULATORY REQUIREMENTS

8.8.1 The Contract shall conform to applicable codes for disposal of debris.

8.8.2 The Contractor shall coordinate removal work with utility companies.

8.9 MEASUREMENT AND PAYMENT

8.9.1 Construction and Tree Planting Stipulated Price (Lump Sum): The Contract is a Stipulated Price Contract, payment for labor, materials, and all miscellaneous costs required as part of the work required.

8.9.2 Maintenance Stipulated Price (monthly fees): The Contract shall warrant a 24 month period after planting and to include monthly, watering, maintenance of trees, maintenance of mulch and stakes

PART 2 - MATERIALS

8.10 EQUIPMENT AND MATERIALS FOR DEMOLITION

8.10.1 The Contractor shall use equipment and materials approved under 8.2 Submittals.

8.10.2 Fires are not permitted.

8.10.3 The Contractor shall not use a "drop hammer" where the potential exists for damage to underground utilities, structures, or adjacent improvements.

PART 3 - EXECUTION

8.11 PREPARATION

8.11.1 The Contractor shall procure lane closure, sidewalk and, required permits from City of Houston, erect traffic barriers, maintain traffic flow as required and as directed by department Director or designee.

8.11.2 The Contractor shall verify dimensions and limits of all removal work. Prior to demolition, make an inspection with department Director or designee to determine the condition of existing structures and features adjacent to items designated for demolition.

8.11.3 The Contractor shall identify all below grade utilities and stake/flag locations.

8.11.4 The Contractor shall remove concrete starting at joints or along neat saw cut lines.

8.11.5 The Contractor shall at locations designated on the drawings, or as directed, a sawed cut will be made to provide a clean, neat edge for removing concrete pavement, concrete base and asphaltic concrete surfacing. Existing curb and concrete curb and gutter to be protected.

8.11.6 The Contractor shall verify that utilities have been disconnected and capped.

8.12 PROTECTION OF PERSONS AND PROPERTY

8.12.1 The Contractor shall protect and replace if damaged or displaced, the following items at no additional cost to the Owner or property owner.

8.12.1.1 Adjacent public and private property.

8.12.1.2 Trees, plants, and other landscape features designated to remain.

- 8.12.1.3 Utilities designated to remain, including but not limited to manhole covers, water meter boxes, fire hydrants and valve covers.
 - 8.12.1.4 Pavement and utility structures designated to remain.
 - 8.12.1.5 Benchmarks, monuments, and existing structures designated to remain.
 - 8.12.1.6 Other structures or features damaged by the Contractor.
- 8.12.2 The Contractor shall provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.
- 8.12.3 The Contractor shall maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.
- 8.12.4 The Contractor shall erect and maintain enclosures, barriers, warning lights, and other required protective devices.

8.13 UTILITY SERVICES

- 8.13.1 The Contractor shall be responsible at no additional cost to the City, for any and all work, expenses, or special precautions caused by the existence or proximity of utilities encountered in performing the work hereunder. All workmen working in the vicinity of utility lines shall be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site.
- 8.13.2 Utilities are taken into account in the design prepared by the Director or designee. Utilities will remain marked throughout the tree plantings. The Contractor may move the trees slightly if interference by a utility line, but a movement of more than 18" must be pre-approved by the Director or designee. The Contractor should ensure relevant markings are maintained to avoid damages.
- 8.13.2 The Contractor's site supervisor or supervisors in charge of any group or groups shall be fully aware of the safety procedures and ANSI standards to be followed in case of an accident involving utility lines. When subsurface utilities are encountered during tree planting, the Contractor shall immediately notify the responsible utility agency or company, and the Director or designee. The Contractor, at its expense, shall restore to its original condition all damages and alterations to utilities, and other property damaged by it.

8.14. DEMOLITION OF PAVEMENTS AND OTHER STRUCTURES

8.14.1 The Contractor shall remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

8.14.2 The Contractor shall minimize amount of earth loaded during removal operations.

8.14.3 The Contractor shall where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Concrete, masonry or asphalt shall be broken up into pieces not greater than 18 inches in any dimension by air-driven machinery or other suitable means. Reinforcing steel shall be cut as necessary for satisfactory removal and disposal.

8.14.4 The Contractor shall saw cut with a power-driven concrete pavement saw.

8.14.5 The Contractor shall remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition. Demolish material shall not be buried on site and shall be disposed of off site.

8.15 DISPOSAL

8.15.1 The Contractor shall dispose of all debris, trash, and remaining materials not needed. The Contractor shall dispose of them in a manner consistent with applicable municipal, state, and federal laws.

8.16 BACKFILL AND FILLING VOIDS

8.16.1 The Contractor shall prior to placement of fill materials ensure that areas to be filled are free of standing water, trash, and debris.

8.16.2 The Contractor shall place fill materials in horizontal layers not to exceed 6 inches in loose depth. After fill placement and compaction grade surface to meet adjacent contours and to provide flow to surface drainage structures.

8.16.3 The Contractor shall provide a maximum of four inches (4") of topsoil where concrete paving or asphalt paving was removed from the median.

8.16.4 The Contractor shall not backfill with material from demolition.

8.17 CLEANING

- 8.17.1 The Contractor shall clean adjacent area and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

9.0 GENERAL GUIDELINES

- 9.1 The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each service. All control devices and installation shall be in conformance with the "Barricade Standard" (T&T #3723), "Typical Urban Construction Sign Standard" (T&T #3729), and part VI of the 1980 Texas Manual of Uniform Traffic Control Devices, (latest edition). No direct compensation will be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any service. Any deviation or change shall be subject to the written approval of the Traffic Engineer. In addition, if any portion of a major thoroughfare will have to be blocked off because of work to be performed, the Contractor shall submit a general traffic-handling plan to the Director/designee following the Texas manual on Uniform Traffic Control Devices and obtain approval of that plan from the Traffic Engineer.
- 9.2 No direct compensation will be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any service.
- 9.3 If any portion of a major thoroughfare will have to be blocked off because of work to be performed, the Contractor shall submit a general traffic-handling plan to the Director or its designee following the Texas manual on Uniform Traffic Control Devices and obtain approval of that plan from the Traffic Engineer.
 - 9.3.1 The Contractor shall report any conditions foreseen before commencing or during the work that will adversely affect the performance of the work to the Director/designee in writing or by telephone.
 - 9.3.2 Trees shall be at least seventy-five (75) feet from the esplanades nose at an intersection with a traffic control signal and at least fifty (50) feet from the esplanade nose at mid-block opening.

10.0 TREE MAINTENANCE

- 10.1 The Director or its designee shall inspect the initial work done under this contract to verify that services provided are in accordance with the specifications and that it is accepted. The contractor shall notify the Director or its designee when a location is finished. After the inspection has occurred, the Director or its designee will notify the Contractor in writing that work performed is accepted and the date on which the guarantee period is to begin for

each tree planted and accepted, or any trees planted that have not been accepted and deficiencies needing to be corrected.

- 10.2 Near the end of the warranty period, the Director or its designee shall inspect all of the trees planted under the contract to determine final acceptance.
- 10.3 The Contractor shall water all trees planted to maintain healthy, live and thriving trees until the end of this Contract. Should a tree experience wilting and/or defoliation, or any other signs of stress, the Contractor shall water the trees as needed to ensure the trees remain healthy and vigorous and maintain an aesthetically pleasing appearance.
- 10.4 The twenty-four (24) month maintenance period shall commence after the initial inspection and approval date of the tree planting.
- 10.5 All damage caused by workmen engaged in work under this Contract will be repaired by the Contractor without delay at its sole cost and expense. Skilled workmen acceptable to the Director or its designee will carry out repair work and the Director or its designee prior to final payment must approve all repair and replacements hereunder

11.0 SITE CLEAN-UP

- 11.1 At the end of each work day, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches caused by it; and all parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.
- 11.2 Once the tree(s) have been planted, all debris, unless otherwise specified in this Contract, will be considered the property of the Contractor who shall dispose of them in a manner consistent with applicable municipal, state, and federal Laws.
- 11.3 In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel and garden areas shall be left "fan rake clean". All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone and similar surfaces shall be "broom clean" when the site is vacated at the end of each shift and at the end of each day.
- 11.4 The Director or its Designee shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this contract.

12.0 UTILITIES

- 12.1 The Contractor shall be responsible at its own cost for any and all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines shall be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The contractor's site supervisor or supervisors in charge of any group or groups shall be fully aware of the safety procedures

and ANSI standards to be followed in case of an accident involving utility lines. When subsurface utilities are encountered during tree planting, the Contractor shall immediately notify the responsible utility agency or company, and the Director or its designee. The Contractor, at its expense, shall restore to original condition all instructions, facilities, and other property damaged by his work.

13.0 LABOR SUPERVISION AND PROPERTY DAMAGE

- 13.1 The Contractor shall keep a project manager/supervisor on the work site at all times. That supervisor shall represent the Contractor in its absence and all directions given by and to the supervisor shall be binding as if given to the Contractor. The Contractor shall properly protect public and private property including but not limited to streets, curbs, sidewalks, driveways, houses, trees, shrubbery, lawns, retaining walls, fences, gates, and utilities. Any damage to such property by the Contractor's employees or equipment shall be repaired and restored to its original condition by the Contractor. The Contractor shall pay any and all such costs, which may be required in the repairing or replacement of any item that is damaged.
- 13.2 The Contractor shall immediately report to the Director or its designee any damage to furnishings or property caused by Contractor's personnel or subcontractors while performing services pursuant to the contract.
- 13.3 If it appears that a motor vehicle shall hinder work operations hereunder, the Contractor shall be responsible for contacting the owner of the vehicle to have the owner move the vehicle. The Contractor shall take all necessary precautions for the safety of its employees and the public and shall provide and adequately maintain all necessary safeguards at all times as required by the conditions and progress of the work. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws and codes to prevent accident or injury to persons or property.

14.0 ADDITIONS & DELETIONS

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

15.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of demolition and tree planting services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage

during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

16.0 WARRANTY OF SERVICES

- 16.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.
- 16.2 "Correction" as used in this clause, means the elimination of a defect.
- 16.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 16.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 16.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

17.0 PERFORMANCE TIME

- 17.1 The Contractor shall have **100 calendar days** to complete all work associated with and required by the contract.

**SECTION B1
DRAWING 1 AND DRAWING 2**

A PDF version of this drawing can be viewed on the following web link

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

**SECTION B2
ENGINEERING WAGE SCALE**

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

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

**SECTION C
GENERAL TERMS AND CONDITIONS**

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

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

**Document 00800
SUPPLEMENTARY CONDITIONS**

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

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

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

3.28 CONTRACTOR DEBT

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

ARTICLE 8 - TIME

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*
- 9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.
- 9.12 **LIQUIDATED DAMAGES:** *Insert the following Paragraph 9.12.1.1.*
- 9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are **\$100.00 per day.**

ARTICLE 11 - INSURANCE AND BONDS

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

**Document 00612
ONE-YEAR MAINTENANCE BOND**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for _____

_____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

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

Legal Assistant

Date

**Document 00610
PERFORMANCE BOND**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

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

Date

Paralegal

**Document 00611
STATUTORY PAYMENT BOND**

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

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

Legal Assistant

Date

