



CITY OF HOUSTON

INVITATION TO BID

Issued: October 23, 2009

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, November 12, 2009**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

INSTALLATION OF EXTERIOR LIGHTING AT THE WORTHAM THEATER CENTER FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT

Bid No. S50-C23451

NIGP Code: 909-24

Buyer:

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

Electronic Bidding:

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

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room, #1 City Hall, 901 Bagby, at **10:00 a.m. on Wednesday, November 4, 2009**. **The site visit will be scheduled at the pre-bid conference.**

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

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

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

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

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

***CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL, 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
INSTALLATION OF EXTERIOR LIGHTING AT THE WORTHAM THEATER CENTER
FOR THE CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT
Bid No. S50-C23451
NIGP Code: 909-24**

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 **Installation of Exterior Lighting at the Wortham Theater Center, located at 500 Texas**, 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 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

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

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

SECTION A

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

Additional Required Forms to be Included with this bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Contractors References
Pay or Play Contract Compliance Acknowledgement Form
10% Bid Bond

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

Table 2
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00
OCP Insurance Certificate Over \$100,000.00
Performance, Maintenance and Statutory Payment Bonds
2009 Building Construction Wage Rate
Pay or Play Certification of Agreement to Comply with Program
Pay or Play Form 3 / List of Participating Contractors

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 6, 2009.**

PERMITS:

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

CITY BUILDING CODES:

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

BID BOND:

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

PERFORMANCE BOND and PAYMENT BOND:

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

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

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

MAINTENANCE BOND:

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

QUALITY AND WORKMANSHIP:

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

CONTRACTOR'S QUESTIONNAIRE

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

1. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

2. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

3. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

SITE INSPECTION

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

**SECTION B
SCOPE OF WORK**

Installation of Exterior Lighting at the Wortham Theater Center

1.0 Summary of Scope of Work:

1.1 GENERAL

1.1.1 The work for this project shall include the following

1.1.1.1 All labor, equipment, materials, and incidentals necessary to construct new granite light bollards & reinforced concrete footings, and installation of new light fixtures & related electrical systems all complete, operational and in place in accordance with the drawings and specifications.

Note: Drawing LC-1.00, fixture schedule A, does not allow for an “or equal” product because the City has 7 fixtures on hand and only needs 5 additional new fixtures. Therefore, the Contractor shall be required to provide 5 new fixtures that will match the existing fixtures. In addition to the 5 new fixtures, the contractor shall be required to provide 7 type “A” Hydrel lens replacement kits and shall be required to install a total of 12 fixtures.

1.2 CONTRACTOR'S USE OF PREMISES

1.2.1 General: Contractor's staging area and parking shall be fully coordinated with the City.

1.2.2 Use of the Site: Limit the use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is to be performed.

1.2.3 Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to site activities and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Project site.

2.0 Performance Time:

2.1 The Contractor shall have **90 calendar days** to complete all work specified in the contract specifications and drawings after receipt of the Notice-To-Proceed from the City.

3.0 Drawings with Technical Specifications are included on pages 7 of 28 through 18 of 28 and at the website address shown below:

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23451>

END OF SCOPE OF WORK

CITY OF HOUSTON

CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT

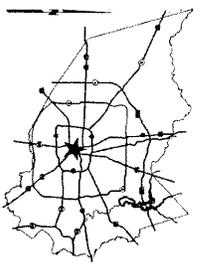
WORTHAM THEATER EXTERIOR LIGHTING

Michael John Smith, AIA, LEED, IASD
 Lighting Consultants
 3118 Springdale Drive
 Houston, Texas 77002
 (713) 281-1888 Fax: (713) 281-4855

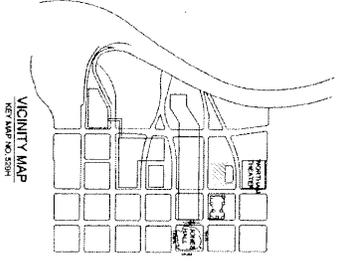
UHA
 URBAN ARCHITECTURE
 4017 West Loop West, Suite 7000
 Houston, Texas 77027
 (713) 227-8100 Fax: (713) 227-8101

Kirk Engineering Inc.
 22207 Springdale, Suite 400
 Houston, Texas 77078
 (281) 267-0819 Fax

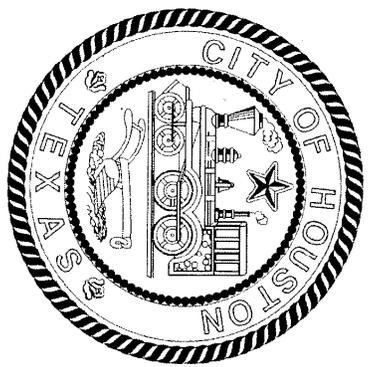
Dahl Engineering,
 2140 West Loop, Suite 200
 Houston, Texas 77027
 (281) 267-0819



LOCATION MAP
T.X.A.S.



VICINITY MAP
1671 20th Street



MAYOR
BILL WHITE

DISTRICT COUNCIL MEMBERS

TOUL LAWRENCE DISTRICT A	JAMES JOHNSON DISTRICT B	AMIE CLUTTERBUCK DISTRICT C
WANDA ADAMS DISTRICT D	MIKE SULLIVAN DISTRICT E	M. J. BROWN DISTRICT F
PATRICIA DISTRICT G	ANDREW CARROLL DISTRICT H	JAMES ROBERTS DISTRICT I

COUNCIL MEMBERS AT-LARGE

PETER BEGON POSITION 1	PAUL COLE POSITION 2
HELESA NORRIS POSITION 3	RODOLFO GREEN POSITION 4
JOHN TAYLOR POSITION 5	

JULY 2008 ISSUED FOR AND BECOMING

DRAWING INDEX

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- LIGHTING DESIGN
- 1-C-10 LIGHTING PLAN
- ARCHITECTURAL
- A-1.1 NOTES & SPECIFICATIONS
- A-1.0 PLAN & DETAILS
- STRUCTURAL
- S-1.0 PLAN & DETAILS
- S-2.0 POLE LIGHT FOUNDATION LOCATION PLAN & DETAIL
- MEP
- E-01 PANEL BOARD AND TRANSFORMER SCHEDULES
- E-02 PANEL BOARD AND TRANSFORMER SCHEDULES
- E-03 WIRE TRAY, CONDUIT, AND CABLE TRAY SCHEDULES
- E-04 WIRE TRAY, CONDUIT, AND CABLE TRAY SCHEDULES
- E-05 WIRE TRAY, CONDUIT, AND CABLE TRAY SCHEDULES
- E-06 WIRE TRAY, CONDUIT, AND CABLE TRAY SCHEDULES
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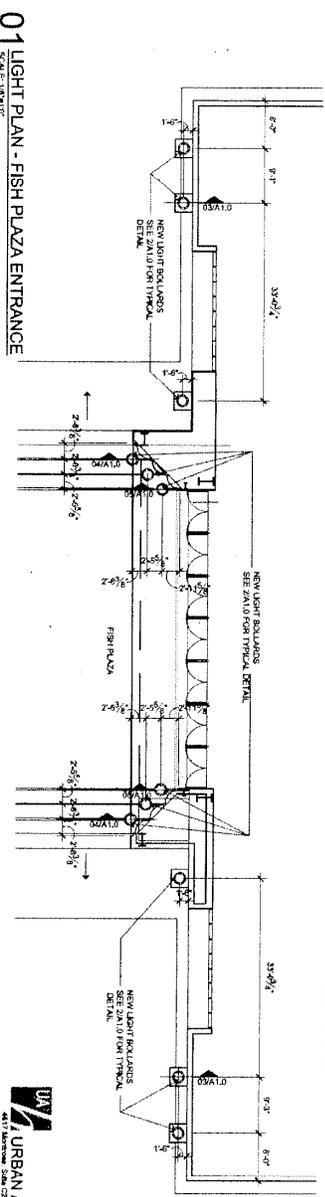
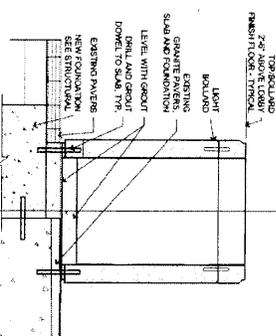
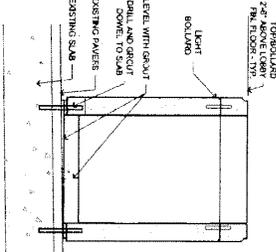
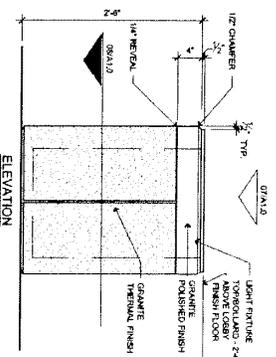
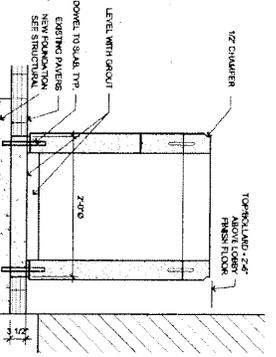
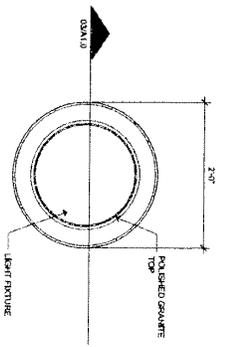
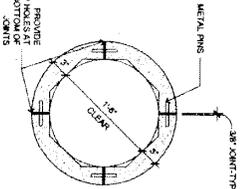
M/S
Project Number: 05561-00

WORTHAM CENTER EXTERIOR LIGHTING
GFSB-0091-01-03

Michael John Smith, AIA, LC, IES, IALD
M/S Lighting Consultants
2114 Old Orchard Avenue, Suite 100
Houston, Texas 77058
713-854-1458 Fax 713-621-4525

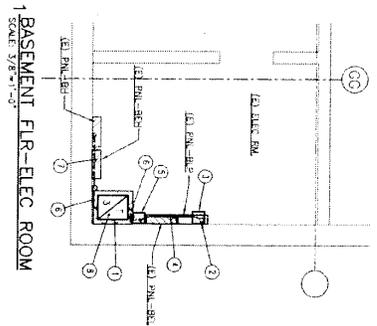


PLAN AND DETAILS

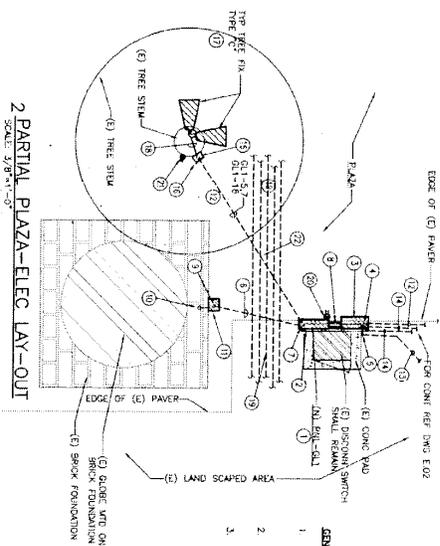


URBAN ARCHITECTURE
4411
713-827-1156 • FAX 713-827-0881

A1.0



- PLAN NOTES FOR 1/E03**
- (1) 1\"/>



- PLAN NOTES FOR 2/E03**
- (1) SHALL BE NEARBY MAIN PANEL PHOTOVOLTAIC SECURED TO (N) UNSTRUCTURED FRAME FOR PNL BOARD SCHEDULE PER DWG E01
 - (2) HOT DROPPED ONLY STEEL UNSTRUCTURED FRAME TO SUPPORT (N) PNL BOARD CONTROL CABINET AND RACKWAYS SECURE VERTICAL CHANNELS TO (E) CONCRETE PAD AND TO NEW CONCRETE FOUNDATION REF DETAIL-1/E04
 - (3) NEUMA-3R LIGHTING CONTROL CABINET SHALL BE INSTALLED ON UNSTRUCTURED FRAME REF DETAIL-1 & -2/E04
 - (4) ALL BRANCH CIRCUIT CONDS SHALL ENTER LIGHTING CONTROL CABINET AT BOTTOM FOR WIRING AS SHOWN REF DETAIL-2/E04
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 - (6) 1\"/>
 - (7) 1\"/>
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PLAN NOTES FOR 2/E03

- (23) INSTALL (N) 200\"/>
- (24) FIELD ADJUST ELEV OF (N) UC COND TO AVOID CONTACTS WITH (E) UC CONDS AT NO EXTRA COST

GENERAL NOTES

1. ALL CONDS, CONDUCTORS, ETC EQUIP, LIGHT FIX, ETC SHALL BE INSTALLED IN THIS DRAWING UNLESS NOTED OTHERWISE
2. ALL LIGHTING CONTROL RACKS SHALL BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE
3. ALL ABOVE GROUND CONDUIT, J-BOXES, UNSTRUCTURED FRAME, PNL BOARD, CONTROL CABINET SHALL BE INSTALLED WITH PROTECTION AS PER DESIGN AND SHALL BE INSTALLED WITH PROTECTION AS PER DESIGN UNLESS NOTED OTHERWISE

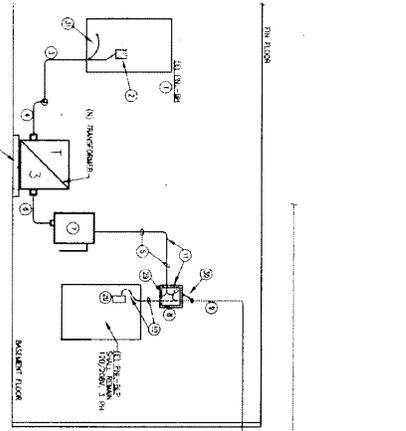
DABI ENGINEERING ASSOC, INC
 2218 GUN POWDER
 HOUSTON, TEXAS 77056
 TEL: 281-481-2200 / FAX: 281-481-0800

E.03

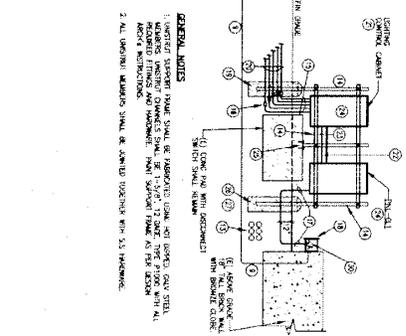
MUS
 Project Number: WORTHAM CENTER EXTERIOR LIGHTING
 GFSB-0091-01-03

Michael John Smith, AIA, LC, IES, IALD
MUS Lighting Consultants
 3116 Richmond Avenue, Suite 100
 Houston, Texas 77056
 713-850-1488 Fax: 713-852-1485

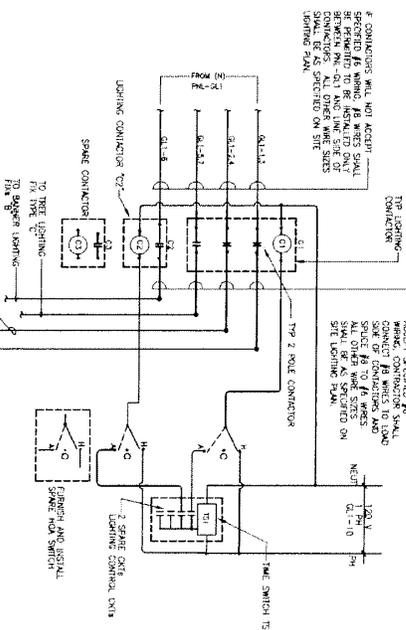
BASEMENT ELEC RM AND PARTIAL PLAZA PLANS



1 ONE LINE ELEC BLOCK DIAGRAM



2 METER SOCKET



2 LIGHTING CONTROL SCHEMATIC

- GENERAL NOTES FOR ONE LINE ELEC BLOCK DIAGRAM**
- (1) 277VAC, 3Ø, 4W, 100A SERVICE BUS
 - (2) METER (N) AND 3Ø TO BE IN METER SPACE
 - (3) 1/2" COND WITH 1/8" BOND AND 1/8" O.D. WIRE
 - (4) 3/4" COND WITH 3/8" BOND AND 1/8" O.D. WIRE
 - (5) 1-1/4" COND WITH 1/2" BOND AND 1/8" O.D. WIRE
 - (6) 1-1/4" COND WITH 1/2" BOND AND 1/8" O.D. WIRE
 - (7) 1-1/4" COND WITH 1/2" BOND AND 1/8" O.D. WIRE
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- GENERAL NOTES FOR LIGHTING CONTROL SCHEMATIC**
1. THE SWITCH SHALL BE APPROXIMATELY 4" X 20" AND SIZED TO PROTECT THE CIRCUIT. IT SHALL BE 120 VOLT, 1 PH, INTERMEDIATE VOLTAGE, EITHER ON OR APPROVED EQUAL TONE OR APPROVED EQUAL HUBBELL PLASTIC BOX WILL NOT BE ACCEPTABLE.
 2. EACH 10A SWITCH SHALL BE CHROME PLATE METAL, HEAVY DUTY, BY SQUARE-D OR APPROVED EQUAL.
 3. FIELD LIGHTING CONDUCTOR SHALL BE 1/2" TO 3/4" DIA. TO BE INSTALLED IN APPROVED EQUAL HUBBELL PLASTIC BOX WILL NOT BE ACCEPTABLE.
 4. LIGHTING CONDUCTOR "C" SHALL BE MIN 2 POLES.
 5. LIGHTING CONDUCTOR "C" SHALL BE MIN 2 POLES.
 6. THE SIZES OF THE CONDUCTORS AND THE SWITCH SHALL BE AS SPECIFIED ON THE SCHEMATIC.
 7. ALL CONDUCTORS SHALL BE PROPERLY INSTALLED, WHERO INSIDE THE ENCLOSURE AND SHALL BE PROTECTED FROM THE ENCLOSURE.

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DAHRL ENGINEERING ASSOC. INC.
 2170 DUNE CREEK DR.
 HOUSTON, TEXAS 77058
 TEL: 281-461-9997 FAX: 281-461-9911

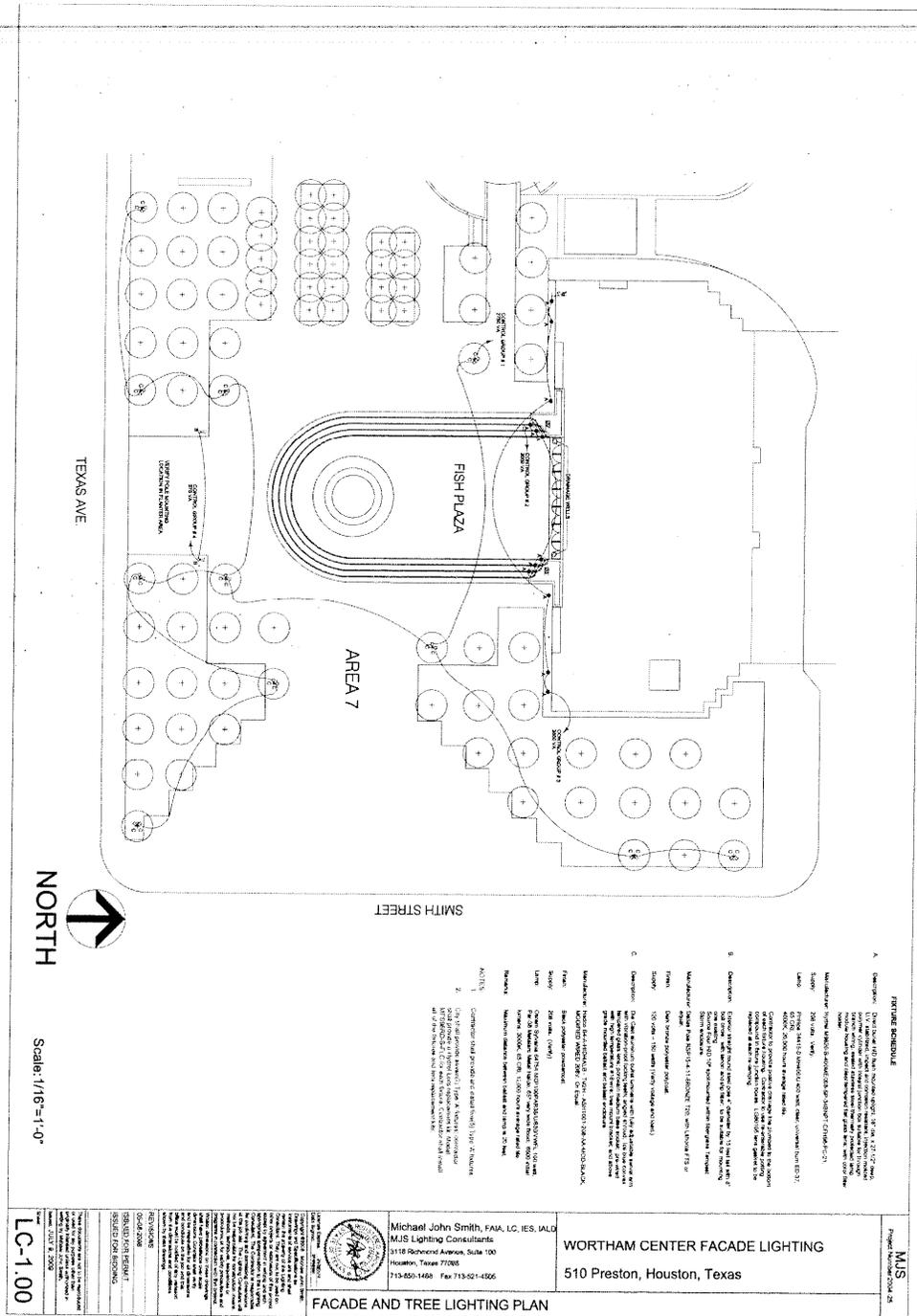
Michael John Smith, AIA, LE, IES, FALD
 MJS Lighting Consultants
 3116 Richmond Avenue, Suite 100
 Houston, Texas 77098
 713-850-1486 Fax: 713-521-4505

WORTHAM CENTER EXTERIOR LIGHTING
 GFSB-0091-01-03

MJS
 Project Number: _____

ONE LINE ELEC BLOCK DIAGRAM AND LIGHTING CONTROL SCHEMATIC

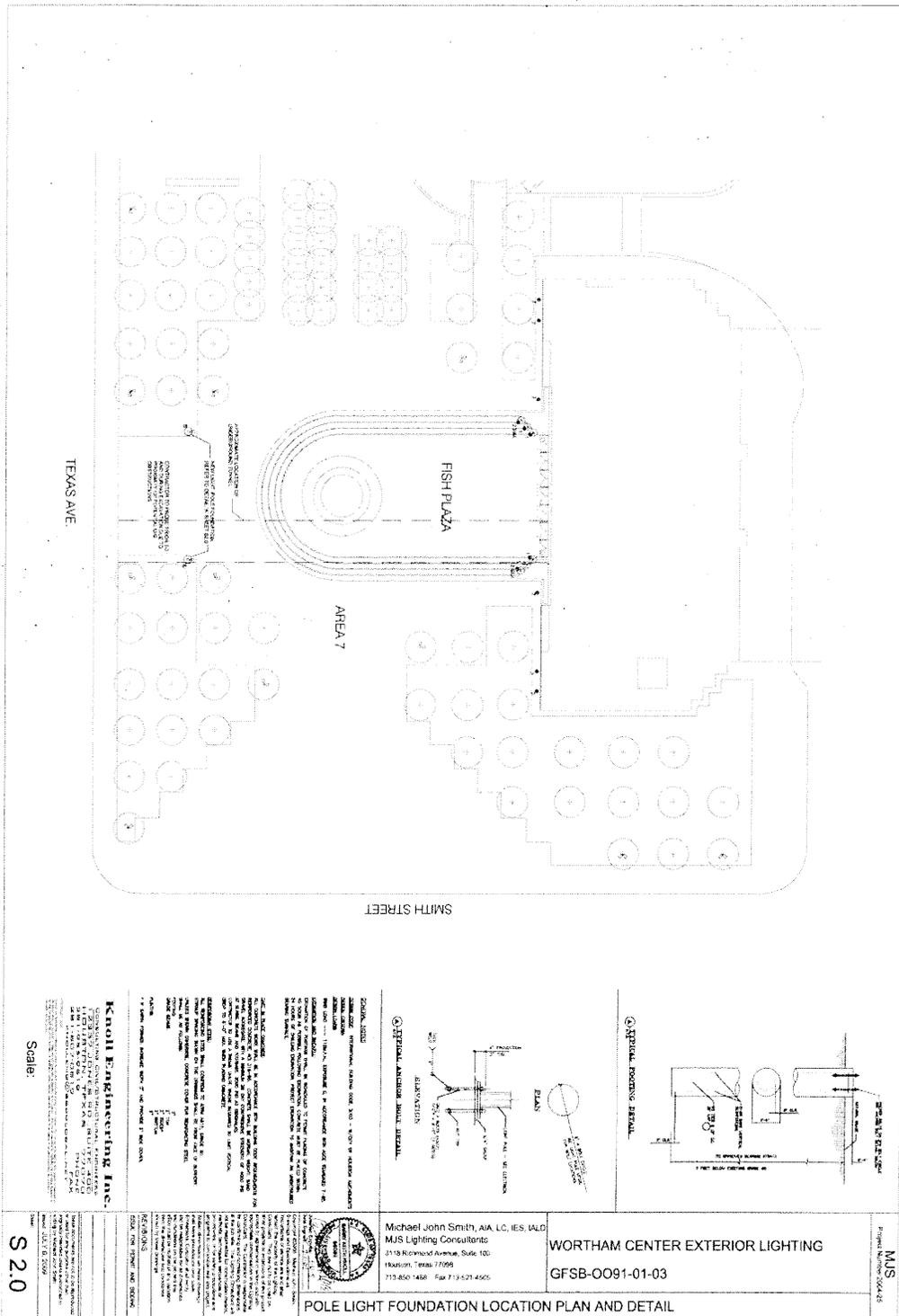
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- EXISTING CONDITIONS**
- A. Description: 1. The existing facade lighting system consists of 12 existing fixtures (6 on each side of the Fish Plaza) and 7 existing trees (3 on each side of Texas Ave) located along the facade of the building.
 - 2. The existing facade lighting system consists of 12 existing fixtures (6 on each side of the Fish Plaza) and 7 existing trees (3 on each side of Texas Ave) located along the facade of the building.
 - 3. The existing facade lighting system consists of 12 existing fixtures (6 on each side of the Fish Plaza) and 7 existing trees (3 on each side of Texas Ave) located along the facade of the building.
- NEW**
- A. Description: 1. The new facade lighting system consists of 5 new fixtures (3 on each side of the Fish Plaza) and 5 new trees (3 on each side of Texas Ave) located along the facade of the building.
 - 2. The new facade lighting system consists of 5 new fixtures (3 on each side of the Fish Plaza) and 5 new trees (3 on each side of Texas Ave) located along the facade of the building.
 - 3. The new facade lighting system consists of 5 new fixtures (3 on each side of the Fish Plaza) and 5 new trees (3 on each side of Texas Ave) located along the facade of the building.

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>DESIGNED BY _____ CHECKED BY _____ DATE _____</p>	NO.	DATE	DESCRIPTION				<p>PROJECT INFORMATION</p> <p>Project Name: WORTHAM CENTER FACADE LIGHTING Location: 510 Preston, Houston, Texas</p>	<p>CLIENT INFORMATION</p> <p>Client Name: _____ Contact: _____ Phone: _____ Fax: _____</p>
NO.	DATE	DESCRIPTION						
<p>SCALE</p> <p>Scale: 1/16"=1'-0"</p> <p>PROJECT NUMBER</p> <p>LC-1.00</p>	<p>DESIGNER INFORMATION</p> <p>Michael John Smith, F.A.S.A., L.C., I.E.S., I.A.L.D. M.J.S. Lighting & Design Consultants 3118 Richmond Avenue, Suite 100 Houston, Texas 77005 713-650-1468 Fax 713-621-4566</p>	<p>PROJECT TITLE</p> <p>WORTHAM CENTER FACADE LIGHTING</p> <p>510 Preston, Houston, Texas</p>						

Note: Drawing LC-1.00, fixture schedule A, does not allow for an "or equal" product because the City has 7 fixtures on hand and only needs 5 additional new fixtures. Therefore, the Contractor shall be required to provide 5 new fixtures that will match the existing fixtures. In addition to the 5 new fixtures, the contractor shall be required to provide 7 type "A" Hydrel lens replacement kits and shall be required to install a total of 12 fixtures.



A PDF version of the Structural Drawings
 can also be viewed on the following web Link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23451>
END OF DOCUMENT

**SECTION C
BUILDING WAGE SCALE**

A PDF version of this Building Wage Scale can be viewed on the following web Link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>

GENERAL CONDITIONS

A PDF version of the General Conditions can be viewed on the following web link:
http://purchasing.houstontx.gov/Construction/Construction_General_Conditions_October_2006.pdf

Document 00800

SUPPLEMENTARY CONDITIONS

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

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

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

3.28 CONTRACTOR DEBT

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

ARTICLE 8 - TIME

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

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

ARTICLE 11 - INSURANCE AND BONDS

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

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.

WITNESS: (if not a corporation)

Name of Contractor _____

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

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

Legal Assistant

Date

PERFORMANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising

out of Contractor's performance of the Contract.

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

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

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

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

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

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

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

REVIEWED:

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

Date

Paralegal

STATUTORY PAYMENT BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date