



CITY OF HOUSTON

INVITATION TO BID

Issued: March 25, 2011

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, April 21, 2011**, 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:

**CONSTRUCTION OF A DECK AT THE MEMORIAL PARK TENNIS CENTER
FOR THE GENERAL SERVICES DEPARTMENT
Bid No. S50-C23884
NIGP Code: 912-35 / 988-63 / 906-38**

Buyer:

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

Electronic Bidding:

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

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #1, City Hall, 901 Bagby, at 10:00 am. on Wednesday, April 6, 2011. 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.purchasing.houstontx.gov. 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, GENERAL, SUPPLEMENTAL 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
CONSTRUCTION OF A DECK AT THE MEMORIAL PARK TENNIS CENTER
FOR THE GENERAL SERVICES DEPARTMENT
Bid No. S50-C23884
NIGP Code: 912-35 / 988-63 / 906-38**

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 **Construction of a Deck Memorial at the Memorial Park Tennis Center, located at 1500 East Memorial Loop Drive, Key Map 492K/F for the General Services Department**, F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

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

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

SECTION A

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

Additional Required Forms to be Included with this bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
10% Bid Bond
Contractor References / Questionnaire

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
Sample Insurance Certificate / Over \$50,000
Construction 2011 Engineering Construction Wage Rate
Bonds for Construction

NOTE:

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, Monday April 11, 2011.**

Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.

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, similar in size and scope, for the **tennis center decking project** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed construction of wooden decking of a similar size and scope as stipulated in the scope of work / specifications and attendant drawings.** The reference(s) should be included in the space provided below.

Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____

2. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____

3. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____

4. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
No. of Years providing Service to this business: _____

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/SPECIFICATIONS**

1.0 General:

1.1 The Contractor shall provide all labor, equipment, tools, supervision, transportation, insurance, permits, bonds and other services necessary to provide site grading, drainage improvements, tree protection, concrete walks, paver installation and construction of A deck with steps and handrails, ADA accesable, located at 1500 East Memorial Loop Drive, in strict accordance with City of Houston specifications and structural drawings included herein.

2.0 Performance Time:

2.1 The Contractor shall have **75 Calendar Days** to complete all work associated with and required by the contract after receipt of the written Notice to Proceed from City.

3.0 Warranty:

3.1 The Contractor shall warranty all materials, equipment and workmanship for **one year**. The warranty shall begin subsequent to certification and acceptance of the final performance of work by the City.

4.0 Table of Contents:

CITY OF HOUSTON SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

DOC. NO.	DOCUMENT TITLE	DOC. DATE
01145	Use of Premises.....	08-01-2003
01270	Measurement and Payment.....	08-01-2003
01312	Coordination and Meetings.....	08-01-2003
01330	Submittal Procedures.....	08-01-2003
01340	Shop Drawings, Product Data, and Samples.....	08-01-2003
01422	Reference Standards.....	08-01-2003
01450	Contractor's Quality Control.....	08-01-2003
01452	Inspection Services.....	08-01-2003
01454	Testing Laboratory Services.....	08-01-2003
01502	Mobilization.....	08-01-2003
01504	Temporary Facilities and Controls.....	08-01-2003
01562	Tree and Plant Protection.....	08-01-2003
01576	Waste Material Disposal.....	08-01-2003
01578	Control of Ground Water.....	08-01-2003
01610	Basic Product Requirements.....	08-01-2003
01630	Product Substitution Procedures.....	08-01-2003
01731	Cutting and Patching.....	08-01-2003

The City of Houston Division 1 Specifications can also be viewed on the project website

TECHNICAL SPECIFICATIONS

SECTION 01145

USE OF PREMISES

PART 1 GENERAL

1.0 SECTION INCLUDES

- 1.1 Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

2.0 RIGHTS-OF-WAY

- 2.1 Confine access and operations and storage areas to rights-of-way provided by City as stipulated in Document 00700 – reference page 135, “Exhibit M”, web link, General Conditions; trespassing on abutting lands or other lands in the area is not allowed.
- 2.2 Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the City against claims or demands arising from such use of properties outside of rights-of-way. Submit notarized copy of agreement between private property owner and Contractor prior to use of the area.
- 2.3 Obtain permits from City of Houston Parks and Recreation Department for storage of materials on esplanades and other areas within rights-of-way under that Department's jurisdiction. Submit copies of permits prior to use of the area.
- 2.4 Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by City Engineer.

3.0 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

- 3.1 Altering the condition of properties adjacent to and along rights-of-way will not be permitted.
- 3.2 Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.
- 3.3 Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the City Engineer and at no cost to the City.

4.0 USE OF SITE

- 4.1 Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.
- 4.2 Notify City Engineer and City Traffic Management and Maintenance department at least 48 hours prior to closing a street or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.
- 4.3 Maintain access for emergency vehicles including access to fire hydrants.
- 4.4 Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- 4.5 Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- 4.6 Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

5.0 NOTIFICATION TO ADJACENT OCCUPANTS

- 5.1 Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses. City Engineer will provide a sample door hanger showing form and content to be followed.
- 5.2 Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- 5.3 Submit proposed notification to City Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

6.0 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- 6.1 Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- 6.2 Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.
- 6.3 Construct and maintain access roads and parking areas as specified in Section 01504 - Temporary Facilities and Controls. **(PWE web link)**

7.0 EXCAVATION IN STREETS AND DRIVEWAYS

- 7.1 Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the City Engineer.
- 7.2 Obtain the City Traffic Management and Maintenance Department and City Engineer's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
- 7.3 Remove surplus materials and debris and open each block for public use as work in that block is complete.
- 7.4 Acceptance of any portion of the Work will not be based on return of street to public use.
- 7.5 Avoid obstructing driveways or entrances to private property.
- 7.6 Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.
- 7.7 Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

8.0 TRAFFIC CONTROL

- 8.1 Comply with traffic regulation as specified in Section 01555 - Traffic Control and Regulation.

9.0 SURFACE RESTORATION

- 9.1 Restore site to condition existing before construction to satisfaction of City Engineer.
- 9.2 Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing. **(PWE web link)**
- 9.3 Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as approved by the City Engineer and resod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 PRODUCTS -* Not Used*****

PART 3 EXECUTION -* Not Used*****

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.0 SECTION INCLUDES

- 1.1 Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

2.0 AUTHORITY

- 2.1 Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- 2.2 City Engineer will take all measurements and compute quantities accordingly.
- 2.3 Contractor shall assist by providing necessary equipment, workers, and survey personnel as required by City Engineer.

3.0 UNIT QUANTITIES SPECIFIED

- 3.1 Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by City Engineer shall determine payment as stated in Article 9 of the General Conditions.
- 3.2 If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, provide the required quantities at the unit prices contracted, except as otherwise stated in Article 9 of the General Conditions.

4.0 MEASUREMENT OF QUANTITIES

- 4.1 Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- 4.2 Measurement by Volume:
 - 4.2.1 Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 4.2.2 Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
 - 4.2.3 Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 4.2.4 Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
 - 4.2.5 Stipulated Price Measurement: By unit designated in the agreement.

4.2.6 Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

5.0 PAYMENT

- 5.1 Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.
- 5.2 Total compensation for required Unit Price Work shall be included in Unit Price bid in the Bid Line Item Detail. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in the Bid Line Item Detail, will not be accepted.
- 5.3 Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions.
- 5.4 Progress payments will be based on the City Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- 5.5 Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by City Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

6.0 NONCONFORMANCE ASSESSMENT

- 6.1 Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- 6.2 If, in the opinion of City Engineer, it is not practical to remove and replace the Work, the City Engineer will direct one of the following remedies:
 - 6.2.1 The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of City Engineer.
 - 6.2.2 The nonconforming Work will be modified as authorized by the City Engineer, and the unit price will be adjusted to a lower price at the discretion of City Engineer, if the modified work is deemed to be less suitable than originally specified.
 - 6.2.3 Specification sections may modify the above remedies or may identify a specific formula or percentage price reduction.
- 6.3 The authority of City Engineer to assess the nonconforming work and identify payment adjustment is final.

7.0 NONPAYMENT FOR REJECTED PRODUCTS

- 7.1 Payment will not be made for any of the following:

- 7.1.1 Products wasted or disposed of in a manner that is not acceptable to City Engineer.
- 7.1.2 Products determined as nonconforming before or after placement.
- 7.1.3 Products not completely unloaded from transporting vehicle.
- 7.1.4 Products placed beyond the lines and levels of the required Work.
- 7.1.5 Products remaining on hand after completion of the Work, unless specified otherwise.
- 7.1.6 Loading, hauling, and disposing of rejected products.

END OF SECTION

SECTION 01312

COORDINATION AND MEETINGS

PART 1 GENERAL

1.0 SECTION INCLUDES

- 1.1 Section includes general coordination including pre-construction conference, site mobilization conference, and progress meetings.

2.0 RELATED DOCUMENTS

- 2.1 Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

3.0 CITY ENGINEER AND REPRESENTATIVES

- 3.1 The City Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the pre-construction conference.

4.0 CONTRACTOR COORDINATION

- 4.1 Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- 4.2 Verify that utility requirement characteristics of operating equipment are compatible with existing or planned utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 4.3 Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown

for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- 4.4 Conceal pipes, ducts, and wiring within the construction in finished areas, except as otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.
 - 4.5 Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for City's partial occupancy.
 - 4.6 Coordinate access to site for correction of nonconforming Work to minimize disruption of City's activities where City is in partial occupancy.
- 5.0 PRECONSTRUCTION CONFERENCE
- 5.1 City Engineer will schedule a pre-construction conference.
 - 5.2 Attendance Required: City Engineer's representatives, Architect/Engineer, Contractor, and major Subcontractors.
 - 5.3 Agenda:
 - 5.3.1 Distribution of Contract Documents.
 - 5.3.2 Designation of personnel representing the parties in Contract, and the Architect/Engineer.
 - 5.3.3 Review of insurance.
 - 5.3.4 Discussion of formats proposed by the Contractor for schedule of values, and construction schedule.
 - 5.3.5 Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
 - 5.3.6 Scheduling of the Work and coordination with other contractors.
 - 5.3.7 Review of Subcontractors.
 - 5.3.8 Appropriate agenda items listed for Site Mobilization Conference, paragraph 6.3, when pre-construction conference and site mobilization conference are combined.
 - 5.3.9 Procedures for testing.
 - 5.3.10 Procedures for maintaining record documents.
- 6.0 SITE MOBILIZATION CONFERENCE
- 6.1 When required by the Contract Documents, City Engineer will schedule a

conference at the Project site prior to Contractor occupancy.

6.2 Attendance Required: City Engineer representatives, Architect/Engineer, Special Consultants, Contractor's Superintendent, and major Subcontractors.

6.3 Agenda:

6.3.1 Use of premises by City and Contractor.

6.3.2 Safety and first aid procedures.

6.3.3 Construction controls provided by City.

6.3.4 Temporary utilities.

6.3.5 Survey and layout.

6.3.6 Security and housekeeping procedures.

6.3.7 Field office requirements.

7.0 PROGRESS MEETINGS

7.1 Project meetings shall be held at Project field office or other location as designated by the City Engineer. Meeting shall be held at monthly intervals, or more frequent intervals if directed by City Engineer.

7.2 Attendance Required: Job superintendent, major Subcontractors and suppliers, City Engineer representatives, and Architect/Engineer as appropriate to agenda topics for each meeting.

7.3 City Engineer or his representative will make arrangements for meetings, and recording minutes.

7.4 City Engineer or his representative will prepare the agenda and preside at meetings.

7.5 Contractor shall provide required information and be prepared to discuss each agenda item.

7.6 Agenda:

7.6.1 Review minutes of previous meetings.

7.6.2 Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals.

7.5.3 Field observations, problems, and decisions.

7.5.4 Identification of problems which impede planned progress.

7.5.5 Review of submittals schedule and status of submittals.

7.5.6 Review of RFI and RFP status.

- 7.5.7 Change order status.
- 7.5.8 Review of off-site fabrication and delivery schedules.
- 7.5.9 Maintenance of progress schedule.
- 7.5.10 Corrective measures to regain projected schedules.
- 7.5.11 Planned progress during succeeding work period.
- 7.5.12 Coordination of projected progress.
- 7.5.13 Maintenance of quality and work standards.
- 7.5.14 Effect of proposed changes on progress schedule and coordination.
- 7.5.15 Other item relating to Work.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Submittal procedures for:

- 1.1.1 Schedule of Values.
- 1.1.2 Construction Schedules.
- 1.1.3 Shop Drawings, Product Data, and Sampler/
- 1.1.4 Operations and Maintenance Data.
- 1.1.5 Manufacturer's Certificates.
- 1.1.6 Construction Photographs.
- 1.1.7 Project Record Documents.
- 1.1.8 Video Tapes.
- 1.1.9 Design Mixes.

2.0 SUBMITTAL PROCEDURES

2.1 Scheduling and Handling:

- 2.1.1 Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
- 2.1.2 Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The City Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the City Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
- 2.1.3 The City Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the City Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
- 2.1.4 Submit 5 copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
- 2.1.5 Revise and resubmit submittals as required. Identify all changes made since previous submittal.
- 2.1.6 The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

2.2 Transmittal Form and Numbering:

- 2.2.1 Transmit each submittal to the City Engineer with a Transmittal Form. A copy of the Transmittal Form is attached.
- 2.2.2 Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
- 2.2.3 Identify variations from requirements of Contract Documents and identify product or system limitations.
- 2.2.4 For submittal numbering of video tapes, see paragraph 10.2 Video, page 43.

2.3 Contractor's Stamp:

- 2.3.1 Apply Contractor's stamp, certifying that the items have been reviewed in

detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

2.3.2 As a minimum, Contractor's Stamp shall include:

2.3.2.1 Contractor's name.

2.3.2.2 Job number.

2.3.2.3 Submittal number.

2.3.2.4 Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.

2.3.2.5 Signature line for Contractor.

3.0 SCHEDULE OF VALUES

3.1 Submit a Schedule of Values in accordance with Section 01292 - Schedule of

4.0 CONSTRUCTION SCHEDULES

4.1 Submit Construction Schedules as provided in Project Manual.

5.0 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

5.1 Submit shop drawings in accordance with Section 01340 - Shop Drawings, Product Data, and Samples.

6.0 OPERATIONS AND MAINTENANCE DATA

6.1 Submit Operations and Maintenance data in accordance with Section 01782 - Operations and Maintenance Data.

7.0 MANUFACTURER'S CERTIFICATES

7.1 When specified in Specification sections, submit manufacturers' certificate of compliance for review by City Engineer.

7.2 Contractor's Stamp, as described in paragraph 2.3, page 42, shall be placed on front page of the certification.

7.3 Submit supporting reference data, affidavits, and certifications as appropriate.

7.4 Certificates may be recent or previous test results on material or product, but must be acceptable to City Engineer.

8.0 CONSTRUCTION PHOTOGRAPHS

8.1 Submit Construction Photographs in accordance with Section 01321 - Construction Photographs.

9.0 PROJECT RECORD DOCUMENTS

9.1 Submit Project Record Documents in accordance with Section 01785 - Project Record Documents.

10.0 VIDEO

10.1 Submit television video tapes as required in Section 02533 - Acceptance Testing for Sanitary Sewers.

10.2 Transmittal forms for video tapes shall be numbered sequentially beginning with T01, T02, T03, etc.

11.0 DESIGN MIXES

11.1 When specified in Specifications, submit design mixes for review.

11.2 Contractor's Stamp, as described in paragraph 2.3, on page 42, shall be placed on front page of each design mix.

11.3 Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

11.4 Maintain a copy of approved design mixes at mixing plant.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

The City of Houston Division 1 Specifications can also be viewed on the project website <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01422

REFERENCE STANDARDS

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Section includes general quality assurance as related to Reference Standards and a list of references.

2.0 QUALITY ASSURANCE

2.1 For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

2.2 Conform to reference standard by date of issue current on the date as stated in the General Conditions.

2.3 Request clarification from City Engineer before proceeding should specified reference standards conflict with Contract Documents.

3.0 SCHEDULE OF REFERENCES

- 3.1 AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001
- 3.2 ACI American Concrete Institute
P.O. Box 9094
Farmington Hills, MI 48333-9094
- 3.3 AGC Associated General Contractors of America
1957 E Street, N.W.
Washington, DC 20006
- 3.4 AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740
- 3.5 AITC American Institute of Timber Construction
333 W. Hampden Avenue
Englewood, CO 80110
- 3.6 AISC American Institute of Steel Construction
400 North Michigan Avenue
Eighth Floor,
Chicago, IL 60611
- 3.7 AISI American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036
- 3.8 ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
- 3.9 ANSI American National Standards Institute
1430 Broadway
New York, NY 10018
- 3.10 APA American Plywood Association
Box 11700
Tacoma, WA 98411
- 3.11 API American Petroleum Institute
1220 L Street, N.W.
Washington, DC 20005
- 3.12 AREA American Railway Engineering Association
50 F Street, N.W.

Washington, DC 20001

- 3.13 ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
- 3.14 AWPA American Wood-Preservers' Association
7735 Old Georgetown Road
Bethesda, MD 20014
- 3.15 AWS American Welding Society
P.O. Box 35104
Miami, FL 33135
- 3.16 AWWA American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235
- 3.17 COH City of Houston
900 Bagby Street
P.O. Box 1562
Houston, TX 77251-1562
- 3.18 CLFMI Chain Link Fence Manufacturers Institute
1101 Connecticut Avenue, N.W.
Washington, DC 20036
- 3.19 CRSI Concrete Reinforcing Steel Institute
933 Plum Grove Road
Schaumburg, IL 60173-4758
- 3.20 EJMA Expansion Joint Manufacturers Association
707 Westchester Avenue
White Plains, NY 10604
- 3.21 FS Federal Standardization Documents
General Services Administration
Specifications Unit (WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
- 3.22 ICEA Insulated Cable Engineer Association
P.O. Box 440
S. Yarmouth, MA 02664
- 3.23 IEEE Institute of Electrical and Electronics Engineers
445 Hoes Lane
P.O. Box 1331
Piscataway, NJ 0855-1331
- 3.24 ISA International Society of Arboriculture
303 West University
P.O. Box GG
Savoy, IL 61874

- 3.25 MIL Military Specifications
General Services Administration
Specifications Unit (WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
- 3.26 NACE National Association of Corrosion Engineers
1440 South Creek Drive
Houston, TX 71084
- 3.27 NEMA National Electrical Manufacturers' Association
2101 L Street, N.W., Suite 300
Washington, DC 20037
- 3.28 NFPA National Fire Protection Association
Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
- 3.29 OSHA Occupational Safety Health Administration
U.S. Department of Labor
Government Printing Office
Washington, DC 20402
- 3.30 PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077-1083
- 3.31 PCI Prestressed Concrete Institute
201 North Wacker Drive
Chicago, IL 60606
- 3.32 SDI Steel Deck Institute
Box 9506
Canton, OH 44711
- 3.33 SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, PA 15213
- 3.34 TAC Texas Administrative Code
Texas Water Commission
P. O. Box 13087, Capitol Station
Austin, TX 78711-3087
- 3.36 TxDOT Texas Department of Transportation
11th and Brazos
Austin, TX 78701 2483
- 3.37 UL Underwriters' Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

3.38 UNI-BELL UNI-BELL Pipe Association
2655 Villa Creek Drive, Suite 155
Dallas, TX 75234

PART 2 PRODUCTS-* Not Used*****

PART 3 EXECUTION-* Not Used*****

END OF SECTION

SECTION 01450

CONTRACTOR'S QUALITY CONTROL

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Quality assurance and control of installation and manufacturer's field services and reports.

2.0 MEASUREMENT AND PAYMENT

2.1 No payment will be made for this item. Include the cost of Contractor's quality control in overhead cost for this project.

3.0 QUALITY ASSURANCE/CONTROL OF INSTALLATION

3.1 Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.

3.2 Comply fully with manufacturers' installation instructions, including each step in sequence.

3.3 Request clarification from City Engineer before proceeding should manufacturers' instructions conflict with Contract Documents.

3.4 Comply with specified standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

3.5 Perform work by persons qualified to produce the specified level of workmanship.

4.0 REFERENCES

4.1 Obtain copies of standards and maintain at job site when required by individual Specification sections.

5.0 MANUFACTURERS' FIELD SERVICES AND REPORTS

- 5.1 When specified in individual Specification sections, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust, and balance of equipment as applicable, and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training if defined in Specification sections.
- 5.2 At the City Engineer's request, submit qualifications of manufacturer's representative to City Engineer 15 days in advance of required representative's services. The representative shall be subject to approval of City Engineer.
- 5.3 Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions. Submit report within 14 days of observation to City Engineer for review.

PART 2 PRODUCTS -* Not Used*****

PART 3 EXECUTION -* Not Used*****

END OF SECTION

SECTION 01452

INSPECTION SERVICES

PART 1 GENERAL

- 1.0 SECTION INCLUDES
 - 1.1 Inspection services and references
- 2.0 INSPECTION
 - 2.1 City Engineer will appoint an Inspector as a representative of the City to perform inspections, tests, and other services specified in individual specification Sections
 - 2.3 Alternately, City Engineer may appoint, employ, and pay an independent firm to provide additional inspection or construction management services as indicated in Section 01454 - Testing Laboratory Services.
 - 2.4 Reports will be submitted by the independent firm to City Engineer, Architect/Engineer, and City, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 - 2.5 Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.

2.6 Notify City Engineer 24 hours prior to expected time for operations requiring services. Notify Architect/Engineer and independent firm when noted.

2.7 Sign and acknowledge report for Inspector.

PART 2 PRODUCTS-*Not Used*****

PART 3 EXECUTION -* Not Used*****

END OF SECTION

SECTION 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Testing laboratory services and Contractor responsibilities related to those services.

2.0 REFERENCES

2.1 ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

2.2 ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

2.3 ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

2.4 ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

2.5 ISO/TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.

3.0 SELECTION AND PAYMENT

3.1 The City will select, employ, and pay for services of an independent testing laboratory to perform inspection and testing identified in Part 3, Execution, of individual Specification sections.

3.2 The Contractor shall employ and pay for services of an independent testing laboratory or laboratories to perform inspection and testing identified in Part 2, Products, of individual Specification sections.

- 3.3 Employment of a testing laboratory by the City shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- 3.4 The Contractor will have the minimum 2-hour charge for testing laboratory time deducted from the estimate for payment if operations requiring testing or inspection are canceled without prior notification.
- 3.5 The Contractor will have the cost of retesting deducted from the estimate for payment whenever failed work must be removed and replaced and retested.

4.0 QUALIFICATION OF LABORATORY

- 4.1 Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
- 4.2 Meet the ISO/TEC Guide 25 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.
- 4.3 Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

5.0 LABORATORY REPORTS

- 5.1 The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the City Engineer at the pre-construction conference.
- 5.2 One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.
- 5.3 Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and City Engineer.

6.0 LIMITS ON TESTING LABORATORY AUTHORITY

- 6.1 Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 6.2 Laboratory may not approve or accept any portion of the Work.
- 6.3 Laboratory may not assume any duties of the Contractor.
- 6.4 Laboratory has no authority to stop the Work.

7.0 CONTRACTOR RESPONSIBILITIES

- 7.1 Provide safe access to the Work and to manufacturer's facilities for the City Engineer and for testing laboratory personnel.

- 7.2 Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
- 7.3 Notify the City Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
- 7.4 Notify the Architect/Engineer 24 hours in advance if the Specification requires the presence of the Architect/Engineer for sampling or testing.
- 7.5 Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
- 7.6 Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 PRODUCTS -* Not Used*****

PART 3 EXECUTION

1.0 CONDUCTING TESTING

- 1.1 Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the City Engineer.
- 1.2 The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

SECTION 01502

MOBILIZATION

The City of Houston Division 1 Specifications can also be viewed on the project website <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

The City of Houston Division 1 Specifications can also be viewed on the project website <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01562

TREE AND PLANT PROTECTION

The City of Houston Division 1 Specifications can also be viewed on the project website
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01576

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Disposal of waste material and salvageable material.

2.0 UNIT PRICES

2.1 No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

3.0 SUBMITTALS

3.1 Submittals shall conform to requirements of Section 01330 - Submittal Procedures, on page 41.

3.2 Submit a copy of an approved "Development Permit", as defined in Chapter 19 of the Flood Plain Ordinance (City Ordinance Number 81-914 and Number 85-1705), prior to disposal of excess material in areas designated as being in a "100-year Flood Hazard Area" within the City. Contact the City of Houston Floodplain Manager, 3300 Main Street, at (713) 525-7605 for floodplain information.

3.3 Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

3.4 Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS -* Not Used*****

PART 3 EXECUTION

1.0 SALVAGEABLE MATERIAL

1.1 Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

1.2 Base, Surface, and Bedding Material: Load shell, gravel, bituminous, or other base and surfacing material designated for salvage into City of Houston trucks.

- 1.3 Pipe Culvert: Load culverts designated for salvage into City of Houston trucks.
- 1.4 Other Salvageable Materials: Conform to requirements of individual Specification Sections.
- 1.5 Coordinate loading of salvageable material on City of Houston trucks with City Engineer.

2.0 EXCESS MATERIAL

- 2.1 Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.
- 2.2 Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 D above.
- 2.3 Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the 100-year Flood Hazard Area unless a "Development Permit" has been obtained. Excess material placed in a "100-year Flood Hazard Area" within the City, without a "Development Permit", shall be removed by Contractor at no additional cost to the City.
- 2.4 Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

SECTION 01578

CONTROL OF GROUND WATER

The City of Houston Division 1 Specifications can also be viewed on the project website <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01610

BASIC PRODUCT REQUIREMENTS

PART 1 GENERAL

1.0 SECTION INCLUDES

- 1.1 Requirements for transportation, delivery, handling, and storage of material and equipment.

2.0 PRODUCTS

- 2.1 Products: Means material, equipment, or systems forming the Work. Does not

include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components designated for reuse.

- 2.2 Do not reuse materials and equipment, designated to be removed, except as specified by the Contract Documents.
 - 2.3 Provide equipment and components from the fewest number of manufacturers as is practical, in order to simplify spare parts inventory and to allow for maximum interchangeability of components. For multiple components of the same size, type or application, use the same make and model of component throughout the project.
- 3.0 TRANSPORTATION
- 3.1 Make arrangements for transportation, delivery, and handling of equipment and materials required for timely completion of the Work.
 - 3.2 Transport and handle products in accordance with instructions.
 - 3.3 Consign and address shipping documents to the proper party giving name of Project, street number, and City. Shipments shall be delivered to the Contractor.
- 4.0 DELIVERY
- 4.1 Arrange deliveries of products to accommodate the short term site completion schedules and in ample time to facilitate inspection prior to installation. Avoid deliveries that cause lengthy storage or overburden of limited storage space.
 - 4.2 Coordinate deliveries to avoid conflict with Work and conditions at the site and to accommodate the following:
 - 4.2.1 Work of other contractors or the City.
 - 4.2.2 Limitations of storage space.
 - 4.2.3 Availability of equipment and personnel for handling products.
 - 4.2.4 City's use of premises.
 - 4.3 Have products delivered to the site in manufacturer's original, unopened, labeled containers.
 - 4.4 Immediately upon delivery, inspect shipment to assure:
 - 4.4.1 Product complies with requirements of Contract Documents.
 - 4.3.2 Quantities are correct.
 - 4.3.3 Containers and packages are intact; labels are legible.

4.3.4 Products are properly protected and undamaged.

5.0 PRODUCT HANDLING

- 5.1 Coordinate the off-loading of materials and equipment delivered to the job site. If necessary to move stored materials and equipment during construction, Contractor shall relocate materials and equipment at no additional cost to the City.
- 5.2 Provide equipment and personnel necessary to handle products, including those provided by the City, by methods to prevent damage to products or packaging.
- 5.3 Provide additional protection during handling as necessary to prevent breaking, scraping, marring, or otherwise damaging products or surrounding areas.
- 5.4 Handle products by methods to prevent over bending or overstressing.
- 5.5 Lift heavy components only at designated lifting points.
- 5.6 Handle materials and equipment in accordance with Manufacturer's recommendations.
- 5.7 Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

6.0 STORAGE OF MATERIAL

- 6.1 Store and protect materials in accordance with manufacturer's recommendations and requirements of these Specifications.
- 6.2 Make necessary provisions for safe storage of materials and equipment. Place loose soil materials, and materials to be incorporated into the Work to prevent damage to any part of the Work or existing facilities and to maintain free access at all times to all parts of the Work and to utility service company installations in the vicinity of the Work. Keep materials and equipment neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.
- 6.3 Restrict storage to areas available on the construction site for storage of material and equipment as shown on Drawings or approved by the City Engineer.
- 6.4 Provide off-site storage and protection when on-site storage is not adequate.
- 6.5 Do not use lawns, grass plots, or other private property for storage purposes without written permission of the owner or other person in possession or control of such premises.
- 6.6 Protect stored materials and equipment against loss or damage.
- 6.7 Store in manufacturers' unopened containers.

6.8 Materials delivered and stored along the line of the Work shall be neatly, safely, and compactly stacked along the work site in such manner as to cause the least inconvenience and damage to property owners and the general public, and shall be not closer than 3 feet to any fire hydrant. Public and private drives and street crossings shall be kept open.

6.9 Damage to lawns, sidewalks, streets or other improvements shall be repaired or replaced to the satisfaction of the City Engineer. The total length which materials may be distributed along the route of construction at any one time is 1000 lineal feet, unless otherwise approved in writing by the City Engineer.

PART 2 PRODUCTS -* Not Used*****

PART 3 EXECUTION -* Not Used*****

END OF SECTION

SECTION 01630

PRODUCT SUBSTITUTION PROCEDURES

The City of Houston Division 1 Specifications can also be viewed on the project website
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION 01731

CUTTING AND PATCHING

The City of Houston Division 1 Specifications can also be viewed on the project website
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

END OF SECTION

Structural Drawings for the Solid Waste Department New Parking Lot begin on the following pages

STRUCTURAL DRAWINGS FOR THE MEMORIAL PARK TENNIS CENTER DECK
AT 1500 MEMORIAL LOOP DRIVE

can be viewed on the following website
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

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ISSUE LOG			
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Lauren Griffith Associates
Landscape Architects and Planners
10000 Katy Road, Suite 100
Houston, Texas 77055
713.865.1111
www.laurengriffith.com

WHITE OAK STUDIO
ARCHITECTS
10000 Katy Road, Suite 100
Houston, Texas 77055
713.865.1111
www.whiteoakstudio.com

City of Houston
Parks Capital Improvement Program
Parks & Recreation Department

PROJ. NAME: Memorial Park Tennis Center Deck
NO.: 10000000000000000000
DATE: 10/15/2015

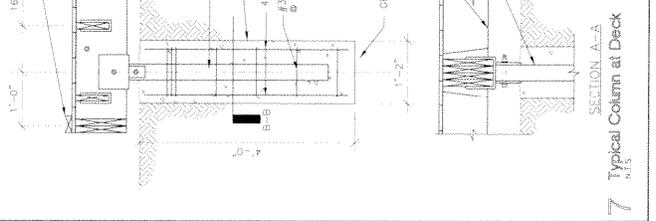
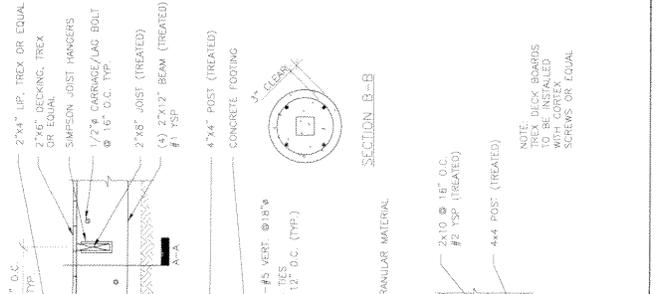
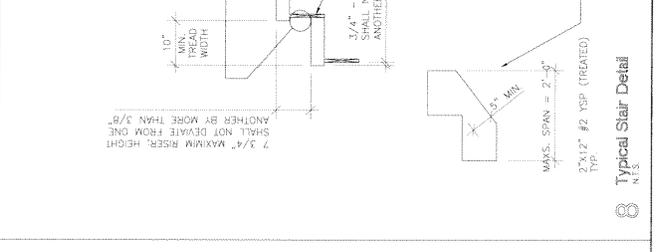
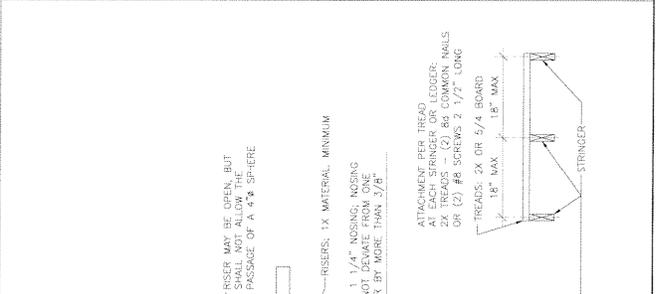
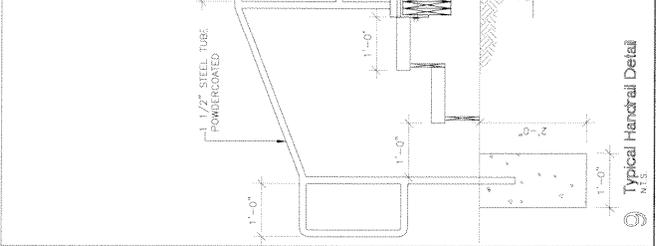
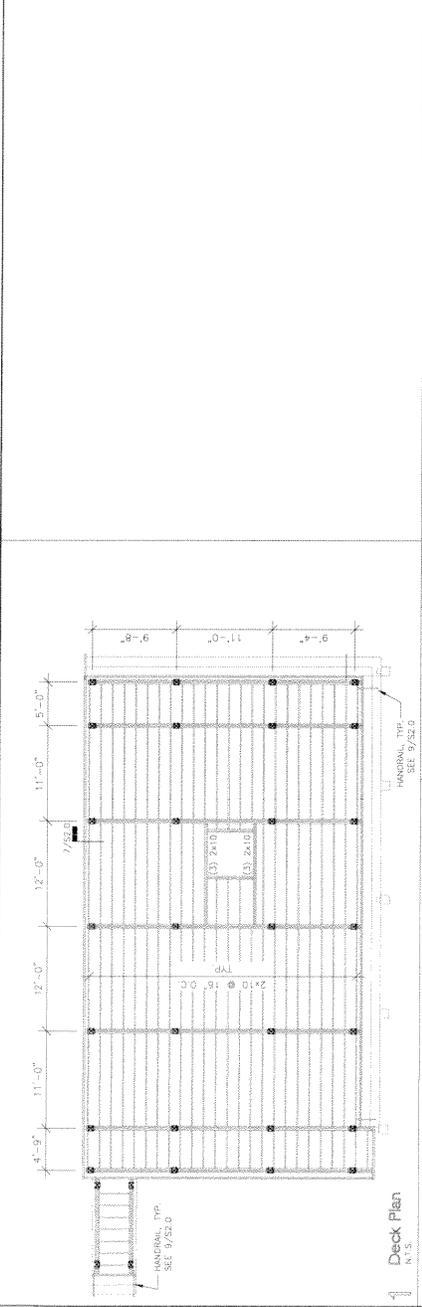
CITY OF HOUSTON
GENERAL SERVICES DEPARTMENT

REVISIONS:
1. 10/15/2015: REVISED PER COMMENTS

DATE: 10/15/2015
BY: [Signature]
CHECKED BY: [Signature]

PROJECT TITLE: DECK PLAN AND DETAILS

SHEET NO.: S - 2.0
CITY DRAWING NO.:



Deck Plan
N.E.

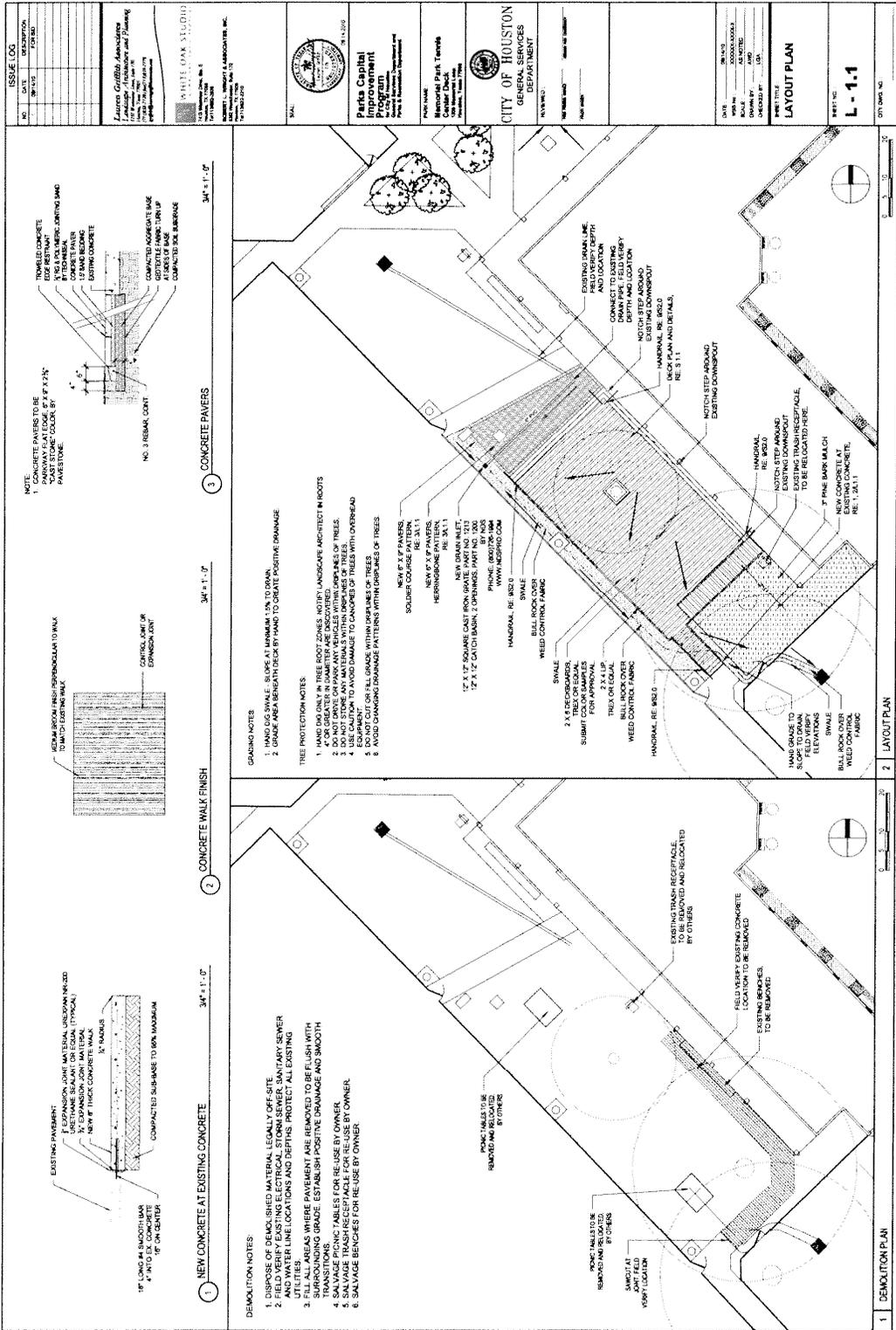
SECTION A-A
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SECTION B-B
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7 Typical Column at Deck
N.E.

8 Typical Stair Detail
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9 Typical Handrail Detail
N.E.



A PDF VERSION OF THE STRUCTURAL DRAWINGS FOR THE MEMORIAL PARK TENNIS CENTER DECK AT 1500 MEMORIAL LOOP DRIVE can be viewed on the following website <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

SECTION C

A PDF version of this 2011 Engineering Wage Scale
can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23884>

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?id=C23884>

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 **\$500.00 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