



CITY OF HOUSTON INVITATION TO BID

Issued: December 20, 2013

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, January 23, 2014** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

FIBER CABLE MAINTENANCE AND REPAIR SERVICES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

BID INVITATION NO.: S50-C24761

NIGP CODE: 962-18

BUYER

Questions regarding this solicitation document 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.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm 1 (basement), Houston, Texas 77002 at **8:30 AM on Tuesday, January 7, 2014.**

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

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

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

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

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

***CONTENTS:**

SECTION A: OFFER

SECTION B: SCOPE OF WORK/SPECIFICATIONS

SECTION C: GENERAL TERMS & CONDITIONS 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 bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**FIBER CABLE MAINTENANCE AND REPAIR SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT BID
INVITATION NO.: S50-C24761
NIGP CODE: 962-18**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Work Order Contract for Fiber Cable Maintenance and Repair Services Citywide for a three-year period with two (2) one-year option periods to extend for the Public Works and Engineering Department**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. 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 the 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 its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder 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, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Fiber Cable Maintenance and Repair Services Citywide** for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

Additional Required Forms to be included with this Bid:

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

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
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 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000 / Insurance Endorsements
Sample OCP Insurance Policy
Bonds for Construction (Performance, Maintenance and Statutory Payment)
Pay or Play Form 2 / Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form 3
2013 Engineering Wage Scale

Notes:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B405, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov **no later than 4:00 PM. Monday. January 13, 2014.**
2. 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.
3. Quantities shown are for estimation purpose only. Exact quantities will be determined during the requested work order quotation for each fiscal year.
4. Certification: All certification requirements must be completed prior to bid and a copy of the certifications must be submitted with bid package at the time of bid submittal.

PRICING ADJUSTMENTS:

The contract prices shall not be adjusted during the entire term of the contract. Therefore, the bidders, when preparing its bid, should take into account inflation and other market factors when pricing each contract year.

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 Bid Amount** (Five Year Total). 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.

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.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the inspector in charge.

PRE-AWARD REQUIREMENT:

If the City accepts the foregoing offer, the selected Bidder promises to deliver to the Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance, as outlined in the Supplementary Conditions and Maintenance, Payment and Performance Bonds on or before the fifth (5th) workday following the day this Bidder receives from the City the unsigned counterparts and shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

CONTRACT TYPE:

This is a Work Order Contract. The Contractor shall perform all work necessary for any required permits, pay all fees, call for all inspections, and provide the City a Certificate of Compliance for work upon completion of the project.

SUBMISSION OF QUOTATION FORMS:

"Submission or attachment of Quotation Forms or any other extraneous information containing alternative terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive".

ETHICS LANGUAGE:

The respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract prices or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

INTERLOCAL AGREEMENTS:

Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through interlocal agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of

Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder's formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information

HIRE HOUSTON FIRST:

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

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

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY

INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

CONTRACTOR'S QUESTIONNAIRE:

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, for ***fiber cable maintenance and repair services*** that is similar in size and scope to this contract. Bidder must have references documenting that it has performed ***fiber cable maintenance and repair services***. 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. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

4. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

5. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

**SECTION B
SCOPE OF WORK
FOR
FIBER CABLE MAINTENANCE AND REPAIR SERVICES**

PART ONE – GENERAL:

- 1.1 The Contractor shall be required to provide all labor, materials, equipment, insurance, bonds, permits, transportation, and appurtenances necessary for the repair and maintenance of conduit and substructures in conjunction with fiber cable maintenance and repair services for the connectivity of traffic signals citywide.
- 1.1.1 The Contractor shall be required to provide all special tools, equipment and materials for rigging, pulling, removing, splicing, terminating, troubleshooting, testing and installing fiber optic cable. The work includes, but is not limited to; furnishing and installing of vaults, pull boxes, splice enclosures, PVC conduit, and inner duct in PVC conduit.
- 1.1.2 All fiber cable technicians who perform work on this contract must have a minimum of 3 years work experience with a minimum of 18 months continuous fiber cable work experience during this time frame. All fiber cable technicians shall maintain Fiber Optic Installer Certification by the Electronic Technical Association (ETA) or equal to the ETA. The Contractor must have and maintain the Corning Network of Preferred Installers (NPI) certification.
- 1.1.3 The Contractor shall be responsible for obtaining all permits required to complete the work and meet traffic requirements during the maintenance phase of this project. This includes obtaining construction, railroad, traffic and any other permits required to complete the work as required in the plans and/or required by the City of Houston Public Works requirements. All permits shall be obtained prior to the starting the work.

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

- 1.2.1 The Contractor shall conduct diagnosis for existing fiber cables along various corridors that are requested by the City's Representative. Based on the diagnosis results, the Contractor shall be required to prepare a scope of work and cost proposal to repair the fiber cables. (*Prices proposed must be in strict accordance with applicable prices/fees in the contract "Fees and Cost" schedule.*) Anticipated repair and maintenance activities include, but is not limited to, equipment cleanup, fiber cable testing, Ethernet switch replacement or installation, cable replacement or relocation, connector replacement or installation, fiber cable splicing, and communication service box installation. Once the proposal is approved by the City's Representative, the Contractor shall complete the repair in accordance with current City's Standard Specifications and within a predetermined schedule. The Project may contain City of Houston Standard Construction Specifications for traffic sections that are incorporated into the project manual by reference. These standard specifications, along with standard details, may be acquired at no cost from the City's website at:

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

- 1.2.2 The Contractor shall be required to provide a storm water pollution control plan along with a cost estimate which shall be submitted to the Contract Technical

Representative (CTR) for review and approval.

Compensation will be per the fee schedule and shall include all labor, materials, and monitoring to implement the plan.

- 1.2.3 Debris Removal: The Contractor shall be required to remove all debris and excess project materials and restore all of the disturbed property to its original condition upon completion of work.
- 1.2.4 The Contractor shall be required to perform all work in such a manner as to prevent as little damage to the City of Houston (COH) facilities, equipment, roads, grounds, utilities, processes, etc., or to any other existing utilities as possible. All electrical work shall be in conformance with the provisions and requirements of the City's electrical code.
- 1.2.5 The Contractor shall be responsible for coordination of repair activities with all existing public and private utility entities.
- 1.2.6 The Contractor shall be liable for all damages to electrical, water, gas, etc. which occurs during the performance of work under this contract. When such damage is due to the failure of the Contractor to take precautionary actions, or to exercise sound judgment, or fail to utilize proven construction practices, the Contractor shall restore, repair, or replace equipment.
- 1.2.7 The Contractor shall be required to make restoration, repair or replacement to a state that it had been before the damage occurred without additional charge to the City of Houston. No additional compensation for repairs will be allowed. If the City has to repair any damages to a state, occurred by the Contractor, the actual costs of repairs, or replacement, may be withheld from Contractor's payment by the City of Houston or the Contractor may issue a credit of payment to the City.
- 1.2.8 The Contractor shall be responsible to contact all utility companies to field mark their underground lines in the area of the proposed concrete work prior to construction at no additional restoration of pay.
- 1.2.9 The Contractor shall be responsible for notifying the CTR, in writing, and it must be approved and coordinated for scheduled interruption if a utility in an existing building is to be interrupted due to alteration work.
- 1.2.10 The Contractor shall be required to schedule the interruption at least three (3) working days prior to the proposed construction.

1.3 CONTRACTOR'S USE OF PREMISES:

- 1.3.1 The Contractor shall be required to comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises (see *attached use of premises clauses below*).

Web link to Section 01145- "Use of Premises"

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

- 1.3.2 The Contractor shall be limited in his construction operations to the City's rights-of-way provided by the City and areas shown or described in the contract documents.

- 1.3.3 The Contractor shall be required to provide a minimum of 72 hour notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown and shall coordinate all work, as required, by the CTR.

1.4 STREET CUT ORDINANCE:

- 1.4.1 The Contractor shall be required to comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, and must have a permit for excavations on or under pavement in the City's right-of-way when relating to excavating in the Public right-of-way posted at:

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

- 1.4.2 The contractor is responsible for all excavation, backfilling, compaction, potholing, concrete (sidewalk, curbs, gutters, driveway and approaches), repair of damages resulting from construction, removal, replacement and restoration of roadways (per latest revision of the City of Houston Public Works construction and permitting requirements) including landscaping standards, and sprinkler system repairs required to complete the work on public and private property. The Contractor shall have an authorized Public Works Representative inspect and provide written approval of the finished street surface repair.
- 1.4.3 In event the Contractor makes changes to the conduit route or encounters unforeseen underground structures during excavation, including digging of holes, such as tree stumps, concrete foundations, rocks, abandoned sewer lines, water mains, or other structures like spandrels and cross gutters that will require additional saw cutting and/or re-routing of conduit path, the Contractor shall be responsible for all costs incurred. This also includes damages caused by contractor equipment.
- 1.4.4 The Contractor shall be held responsible for replacing any concrete sidewalk that is removed for any reason, i.e. boring and potholing and shall be replaced by the next working day unless the hole is to be used again for boring or conduit installation purposes. Any excavation left open overnight in the parkway or easement area shall be covered and secured by the Contractor with a minimum $\frac{3}{4}$ inch plywood cover. The Contractor shall complete all other excavations before any holiday or weekend. Temporary repairs may be installed, prior to completing permanent repairs, if maintained in a good and safe condition.
- 1.4.5 The Contractor must perform all work in strict accordance with federal, state, local, and applicable private rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA. In addition, all work and the resulting fiber system must comply with the current requirements of all governing entities (Federal Communication Commission (FCC), National Electrical Code (NEC), National Electrical Safety Code (NESC), Department of Environmental Conservation (DEC) and other national, federal, state and local codes.
- 1.4.6 The Contractor agrees that it is solely and completely responsible for job site conditions during the course of the construction, including safety of all persons and property and this requirement shall apply continuously. The Contractor shall defend, indemnify and hold the City of Houston and its employees harmless from any and all liability, real and alleged, in connection with the performance of work required under this Work Order Contract, excepting for liability arising from the sole negligence of the City of Houston and its employees.
- 1.4.7 The Contractor shall follow the NEC and the NESC in every case except where local

regulations are more stringent in which case local regulations shall govern.

- 1.4.8 The Contractor shall follow all fiber optic cable maintenance and repair codes for related work and shall be completed in accordance with the Plans, Standard Specifications for Public Works Construction, the project plans and specifications, the appropriate City Construction Standards.

1.5 WARRANTY:

- 1.5.1 The Contractor shall be required to comply with warranty requirements in accordance with Document 00700 -General Conditions:

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

1.6 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION:

- 1.6.1 In addition to requirements outlined in Document 00700 – General Conditions, for the Contractor to be substantially complete with the work and call for inspection by the project manager to confirm, the following conditions must be met or completed, *(see link to attachment)*.

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

- 1.6.2 The Contractor must complete all safety related work including pavement stripping, signing and signalization; and

- 1.6.3 No additional condition described in SECTION 1.7 (ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION) may be included in contractor's punch list.

1.7 COMPLETION OF WORK ORDERS:

- 1.7.1 The Contractor shall be required to notify the **CTR**, in writing, before the initiation of the project.

- 1.7.2 City personnel shall be authorized to observe all materials and work performed.

- 1.7.3 Such observation will not relieve the Contractor from any obligation to perform the work in strict accordance with the requirements of these specifications.

- 1.7.4 Any extension of the original completion date must have prior approval of the City's CTR.

- 1.7.5 Any deficiency listed by the City Representative (CTR) or designee shall be corrected by the contractor before final acceptance of the work (work order) is granted and the invoices are approved for payment.

1.8 SEQUENCE OF WORK ORDER EXECUTION:

- 1.8.1 The Contractor must conduct necessary diagnostics and respond with its scope and fee proposal within 15 (fifteen) working days after receiving the request for repair from the Department.

- 1.8.1.1 The Contractor's proposal must include a breakdown for diagnostic work and the service to be provided, including the quantity and total cost for each line item. The unit cost for each line item shall be as shown in Exhibit "H" entitled, "Fees and Costs".

- 1.8.2 If the Contractor's proposal is approved, the CTR or designee will issue a work order authorizing the Contractor to perform work at the specified site.
- 1.8.3 The Contractor shall not commence work on the project until the CTR or designee has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to mobilization to the specified site.
- 1.8.4 The Contractor must start the work within thirty (30) working days after the work order is issued. The specified response time includes the time required for permit application, underground utility lines staking and material requisition. However, the Contractor agrees to start a specified repair or maintenance within five (5) working days or less if an emergency condition exists.
- 1.8.5 The Contractor shall have a bi-weekly progress meeting with the CTR or its designee to discuss schedule updates.
- 1.8.6 The Contractor shall work within accordance with the PW&E Policy and Procedures for Contractors, construction standard specifications for underground system construction, and any other special provisions. The Contractor is responsible for ensuring that the most recent revision of all documents is used.

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

1.9 PERFORMANCE BOND AND PAYMENT BOND:

The Contractor(s) shall be required to provide a Performance and Payment Bond ***in the amount of (100%) of the annual Contract amount*** 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.

1.10 MAINTENANCE BOND:

The Contractor shall furnish a Maintenance Bond ***in the amount of (100%) of the annual Contract 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 "COH", 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.

1.11 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

The purpose of this Executive Order 1-7 is to require certain contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area.

To that purpose, this Executive Order establishes the Pay or Play Program and procedures for the effectiveness and impact of the Program on contracting firms and the City of Houston.

1.12 GENERAL CONDITIONS:

1.12.1 The Project's specifications listed in the Technical Specification contains modifying criteria related to working conditions, paid/unpaid items, etc. which supersede and/or represent an addendum to the respective City of Houston Standard Construction Specifications/Details. The most restrictive/critical rule between the two specifications of Technical Specification and Standard Construction Specifications will prevail for the construction requirement(s) of this project.

1.12.2 In addition to the Technical Specifications, the City of Houston Standard Construction Specifications is attached, as well as the Construction Detail(s) is attached. It is the Contractor's responsibility to verify the correct dimensions, materials, construction methods and other items referred in said Construction Specifications/Details for the specified bid items prior to bidding on this Project regardless of whether the documents are attached or not.

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

1.13 POST AWARD MEETING:

1.13.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the successful Contractor and PW&E End Users. The meeting will include procurement, PW&E contacts, and will cover vendor invoicing, vendor payment, and all other matters related to contract administration.

1.14 CONTRACT COMPLIANCE:

1.14.1 The Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

1.14.2 Monitoring may take the form of but not necessarily limited to:

1.14.1.1 Site visits

1.14.2.2 Review of deliveries received for accuracy and timeliness

1.14.2.3 Review of contractor's invoices for accuracy

1.14.3 The responsibility for monitoring compliance rests with the Contract Compliance.

1.14.4 Section Management Support Branch of the Office of the Director, Department of Public Works and Engineering

1.15 ADDITIONS & DELETIONS:

1.15.1 The City, by written notice from the City Purchasing Agent or designee to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City.

Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

1.16 ESTIMATED QUANTITIES NOT GUARANTEED:

1.16.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of fiber cable maintenance and repair services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

1.17 INTERLOCAL AGREEMENT:

1.17.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

1.18 WARRANTY OF SERVICES:

1.18.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract. The "Acceptance" must be provided in writing from the City of Houston.

1.18.2 "Correction" as used in this clause, means the elimination of a defect.

1.18.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

1.18.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the

City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

1.18.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

END OF SECTION

TECHNICAL SPECIFICATIONS

Section 01145

USE OF PREMISES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. 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,

1.02 RIGHTS-OF-WAY:

- A. Confine access, and operations and storage areas to rights-of-way provided by the City as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.
- B. Make arrangements, at no cost to the City, for temporary use of private properties. Contractor and Surety shall indemnify and hold harmless the City against claims or demands arising from such use of properties outside of rights-of-way. Submit a copy of agreements between private property owners and Contractor prior to use of the area. Agreements between private property owners and Contractor shall be notarized or bear the signatures of two witnesses.
- C. Obtain written permission 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 written permission prior to use of the area.
- D. Restrict total length of distributed materials along the route of construction to 1,000 linear feet unless otherwise approved in writing by City Engineer.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY:

- A. Do not alter the condition of properties adjacent to and along rights-of-way.
- B. Do not use ways, means, methods, techniques, sequences, or procedures that result in damage to properties or improvements.
- C. Restore damaged properties outside of rights-of-ways at no cost to the city.

1.04 USE OF SITE:

- A. Obtain approvals from governing authorities prior to impeding or closing public roads and streets. Do not close more than two consecutive intersections at one time.
- B. Notify Project Manager and Public Works and Engineering Traffic Management Branch at least five working days prior to closing a street or street crossing. Obtain permits for street closures in advance.
- C. Maintain 10-foot-wide minimum access lanes for emergency vehicles including access to fire hydrants.

- D. 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.
- E. Locate and protect private lawn sprinkler systems that may exist within the site. Repair or replace damaged systems to condition existing at start of the Work, or better. Test irrigation system prior to construction.
- F. Conform to daily clean-up requirements of Article 3 of Document 00700 – General Conditions.
- G. Beware of overhead power lines existing in area and in close proximity of the Project. When 10 feet of clearance between energized overhead power line and construction-related activity cannot be maintained, request Center Point Energy (CPE) de-energize or move conflicting overhead power line. Contact CPE representatives at (713) 207-2222. Schedule, coordinate and pay costs associated with de-energizing or moving conflicting overhead power lines. When there is no separate pay item for this effort, include these costs in various items of bid that make such work necessary.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS:

- A. Notify individual occupants in areas to be effected by the Work of proposed construction and time schedule. Notify not less than 72 hours or more than two weeks prior to work performed within 200 feet of homes or businesses. Follow form and content of sample door hanger provided by Project Manager.
- B. Include in notification nature of the Work, and names and telephone numbers of two company representatives for resident contact available on 24-hour call.
- C. Submit proposed notification to Project Manager for approval. Consider ethnicity of the neighborhood where English is not the dominant language. Provide notice in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS:

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when it is necessary to close public roads or streets.
- B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment, large tandem axle trucks or equipment that will damage the existing roadway surfaces.
- C. Construct and maintain access roads and parking areas as specified in Section 01504 - Temporary Facilities and Controls.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS:

- A. Avoid hindering or inconveniencing public travel on streets or intersecting alleys for more than two blocks at any one time, except by permission of City Engineer.
- B. Obtain Traffic Management Branch and City Engineer's approval when nature of the Work requires closure of an entire street. Permits required for street closure are Contractor's

responsibility. Avoid unnecessary inconvenience to abutting property owners.

- C. Remove surplus materials and debris and open each block for public use, as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property,
- F. Provide temporary crossings or complete excavation and backfill in one continuous operation to minimize duration of obstruction when excavation is required across drives or entrances.
- G. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

1.08 TRAFFIC CONTROL:

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

1.09 SURFACE RESTORATION:

- A. Restore the site including landscaping to the condition existing before construction, or better.
- B. Repair paved areas per the requirements of Section 02951 – Pavement Repair and restoration.
- C. Repair damaged turf areas, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using appropriate steel wheel rollers for sodding. Do not use spot sodding or sprigging.

1.10 LIMITS OF CONSTRUCTION:

- A. Confine operations to lands within construction work limits shown on Drawings. Unless otherwise noted on Drawings adhere to the following:
 - 1. Where utility alignment is within esplanade, and construction limits are shown on Drawings to extend to edge of esplanade, keep equipment, materials, stockpiles a minimum of five feet from back of curb,
 - 2. Where construction limits shown on Drawings extend to property line, keep sidewalks free of equipment, materials, and stockpiles.

1.11 EQUIPMENT AND MATERIAL SALVAGE:

- A. Upon completion of the Work, carefully remove salvageable equipment and material. Deliver them to City of Houston as directed by Project Manager. Dispose of equipment offsite at no additional cost to the City when Project Manager deems equipment unfit for further use.

PART TWO - PRODUCTS - Not Used

PART THREE - EXECUTION - Not Used

END OF SECTION

A PDF version of the 2012 Standard Technical Specifications – and Section 01145 - Use of Premises can be viewed on the following web link:

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

SECTION B-1

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.1 In accordance with the Prevailing Wage Law on Public Works (Article 5159-a of the Revised Civil Statutes of Texas), the public body awarding the contract does hereby specify the following to be the general prevailing rates in the locality in which the work is being performed.
- 1.2 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.3 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.

2013 Labor Classifications and Prevailing Wage Rates
For
Engineering Construction

Refer to the following web link:

https://purchasing.houstontx.gov/bids/C24761/Construction_2013_Engineering_Wage_Rate.pdf

SECTION C
AGREEMENT BETWEEN THE CITY OF HOUSTON AND CONTRACTOR

Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002 (the City)

Contractor: _____

Address: _____

Project No.: S50-C24761

The Project Title: Work Order Contract for Fiber Cable Maintenance and Repair Services for the Public Works and Engineering Department

The Project Location: Citywide

The City Engineer is:

(Address for Written Notice) 611 Walker, Houston, Texas 77002

The Architect/Engineer is:

(Address)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1
WORK OF THIS CONTRACT

1.1 The Contractor shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein. Work shall be described in the Work Order. More than one Work Order may be issued at any time under the Contract or no Work Orders may be issued under the Contract.

ARTICLE 2
CONTRACT TERM AND CONTRACT TIME

2.1 The effective date is the date of countersignature by the City Controller. The Contract Term shall begin on the date specified in the Notice to Proceed issued by the City Purchasing Agent or authorized City representative and shall continue for **three years thereafter, with two one year options**. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent or authorized City representative shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

2.2 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is established by the Work Order.

2.3 The Contractor shall achieve substantial completion of the Work during the Contract Time, subject to adjustments as provided in Contract Documents.

2.4 The Contract Term shall not exceed three years, except as otherwise provided herein. During this time, City from time-to-time may issue Work Orders specifying the Work to be completed and Contract Time within which Contractor must achieve Substantial Completion.

- 2.5 Should Contractor fail to achieve substantial completion of the Work within that Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.
- 2.6 Should the Department(s) requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. The Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

ARTICLE 3

- 3.1 The City's duty to pay money to the Contractor for any purpose under the Contract is limited in its entirety by this Article 3.
- 3.2 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 3.3 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 3.4 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS
By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.
\$_____

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.7 The Contract Amount, for those unit price items of Work listed in the Fees and Cost Schedule for Fiber Cable Maintenance and Repair Services is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

- 3.8 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.
- 3.9 The Contract Amount, for those unit price items of Work listed in the Fees and Cost Schedule for Fiber Cable Maintenance and Repair Services for the Public Works and Engineering Department is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

ARTICLE 4 PAYMENTS

- 4.1 The City shall make progress payments to the Contractor on account of the Contract Price included in the Work Order as provided in this Article 4 and elsewhere in the Contract Documents. The percentage of payments is based on work performed and inspected by the designated City of Houston Representative. A schedule of values shall be submitted with the prevailing wages and invoice.
- 4.2 The City Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.
- 4.3 Final payment, constituting the entire unpaid balance of the Contract Price due under the Work Order, shall be made by the City to the Contractor as provided in the General Conditions.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.
- 5.3 The Work may be suspended by the City as provided in the General Conditions.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The basis for this Agreement is this executed Document 00510 - Agreement between the City of Houston and Contractor. Other Contract Documents, except for Work Orders and Modifications issued after execution of this Agreement, are enumerated under this Article.
- 6.2 The General Conditions are Document 00700, current edition, **INCLUDING THE INDEMNITY PROVISIONS.**
- 6.2 The Supplementary Conditions of the Contract are those stated in Document 00800.
- 6.4 The Specifications.
- 6.5 Reserved

6.6 Attachments to this Agreement are as follows:

<u>Documents</u>	<u>Title</u>
EXHIBIT A.	DEFINITIONS
EXHIBIT *B	SCOPE OF WORK/TECHNICAL SPECIFICATIONS
EXHIBIT *B-1	WAGE SCALE FOR 2013 ENGINEERING CONSTRUCTION
EXHIBIT *C	EQUAL EMPLOYMENT OPPORTUNITY
<u>EXHIBIT D</u>	<u>MWBE SUBCONTRACT TERMS / NON-APPLICABLE</u>
EXHIBIT *E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT *F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT *G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT *H	FEEES AND COSTS
EXHIBIT *I	CITY'S CONTRACTORS PAY OR PLAY PROGRAM
EXHIBIT *J	PERFORMANCE BOND
EXHIBIT *K	STATUTORY PAYMENT BOND
EXHIBIT *L	ONE-YEAR MAINTENACE BOND
EXHIBIT *M	CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700
EXHIBIT *N	CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800

* **Note:** These Exhibits shall be inserted into the Contract agreement at the time of Contract execution. This Agreement is effective as of the date of countersignature by the City Controller and is executed in Four original copies of which one is to be retained by the City Controller and two are to be delivered to the Contractor.

**ARTICLE 7
SIGNATURES**

CONTRACTOR:

(If Joint Venture)

By: _____
Name:
Title:
Date:
Federal I.D. No.

By: _____
Name:
Title:
Date:

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____
[City Purchasing Agent]

By: _____
[Mayor]

ATTEST/SEAL:

COUNTERSIGNED:

By: _____
[City Secretary]

By: _____
[City Controller]

Date Countersigned:

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

Date

Legal Assistant

EXHIBIT A DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent or authorized City Representative to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article II.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"CTR" is defined as the "Contract Technical Representative." This individual is generally responsible for verification of services invoiced; maintenance of record of available funds; compliance with the terms of the contract; review of the contract at the time of renewal and act as a contact person for day-to-day contract administration.

"Director" means the Director of Public Works and Engineering Department or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"UDR" is defined as the "User Department Representative." This individual is generally responsible for administering the day-to-day activities of specific contracts; maintaining a record of and ensuring availability of funds; ensuring warranty requirements of the contract(s) are protected and adhered to by the Contractor; review of contract at time of renewal; compliance with the terms of the contract; and act as a contact person for day-to-day contract administration.

EXHIBIT B
SCOPE OF WORK/TECHNICAL SPECIFICATIONS
(To be inserted by the City at the time of Contract execution)

EXHIBIT B-1
WAGE SCALE FOR 2013 ENGINEERING CONSTRUCTION
(To be inserted by the City at the time of Contract execution)

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
(To be inserted by the City at the time of Contract execution)

EXHIBIT D
MWBE SUBCONTRACT TERMS
(NON-APPLICABLE)

EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT
(To be inserted by the City at the time of Contract execution)

EXHIBIT F
CERTIFICATION OF NO SAFETY IMPACT POSITIONS
(To be inserted by the City at the time of Contract execution)

EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION
(To be inserted by the City at the time of Contract execution)

EXHIBIT H
FEES AND COSTS

(To be inserted by the City at the time of Contract execution)

EXHIBIT I
PAY OR PLAY

(To be inserted by the City at the time of Contract execution)

EXHIBIT J
PERFORMANCE BOND

(To be inserted by the City at the time of Contract execution)

EXHIBIT K
STATUTORY PAYMENT BOND
(To be inserted by the City at the time of Contract execution)

EXHIBIT L
ONE-YEAR MAINTENANCE BOND
(To be inserted by the City at the time of Contract execution)

EXHIBIT M

CITY OF HOUSTON GENERAL CONDITIONS DOCUMENT 00700

(To be inserted by the City at the time of Contract execution)

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

<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24761>

EXHIBIT N
Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2013 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

1.1 DEFINITIONS: Insert the following Paragraph 1.1.9.1, and 1.1.23, and reorder the remaining definitions accordingly.

1.1.9.1 The firm of N/A has been employed by the City as Construction Manager for the Work.

1.1.23 Good Faith Efforts are steps taken to achieve a Contract Goal or other requirements which, by their scope, intensity and usefulness demonstrates the bidder's responsiveness to fulfill the business opportunity objective prior to the award of a contract, as well as the contractor's responsibility to put forth measures to meet or exceed the Contract Goal throughout the duration of the contract.

1.1.24 Good Faith Efforts are required to be made and demonstrated by an apparent successful bidder on goal oriented contracts or proposer on a regulated contract prior to award of a contract. Good Faith Efforts are required on professional services and construction contracts and on procurement of goods and non-professional service contracts with goals. If a bidder, when submitting a participation plan at the time of a bid or proposal submission, anticipates it cannot or will not meet the Contract Goal prior to the award, the bidder must demonstrate to Office of Business Opportunity ("OBO") it has made Good Faith Efforts to meet the Contract goal, to be eligible for the contract award

ARTICLE 3 - THE CONTRACTOR

3.5 LABOR: Insert the following Paragraphs, 3.5.3.1.1 and 3.5.3.1.2.

3.5.3.1.1 If the original contract price is greater than One Million Dollars, the Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

- .1 The MBE goal is 0% percent,
- .2 The WBE goal is 0% percent, and
- .3 The PDBE goal is 0% percent.

- .4 The bidder may substitute SBE participation of no more than five percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.
- 3.5.3.1.2 The MBE, WBE, PDDBE, and SBE goals are unique and specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.
- 3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

ARTICLE 8 - TIME

Include the following Paragraph under 8.1 on Utility Maintenance projects only.

- 8.1 PROGRESS AND COMPLETION: Delete Paragraph 8.1.6 in its entirety and replace it with the following Paragraph 8.1.6:
- 8.1.6 Contractor may perform Work at the site 24 hours per day, seven days per week. Contractor shall give 24-hour prior written notice and receive confirmation of notice from Project Manager prior to performing work between 7:00 p.m. and 7:00 a.m., on a Sunday, or on a Legal Holiday. Contractor shall comply with City Code of Ordinances, Chapter 30 relating to Noise and Sound Level Regulation.
- 8.1 PROGRESS AND COMPLETION: Add the following Paragraph 8.1.6.1.
- 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] [actual costs] 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 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.

END OF DOCUMENT

CITY OF HOUSTON -- BIDDER'S BOND

(Must be in an amount at least 10% of the bid. If the bid is upon alternates this bond must be for at least 10% of the highest amount for which the bidder offers to do any or all the work bid upon.)

THE STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT WE, _____ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$_____ Dollars (\$_____).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. S50-C24761

FIBE CABLE MAINTENANCE AND REPAIR SERVICES

in accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 201_.

PRINCIPAL

By _____

By _____

Surety