



# CITY OF HOUSTON

## INVITATION TO BID

Issued: *January 31, 2014*

### **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, February 27, 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 A.M. on that date for the purchase of:

### **THERMOPLASTIC TAXIWAY SIGNAGE AT HOBBY AIRPORT FOR THE HOUSTON AIRPORT SYSTEM**

**Bid No. S50-C24887**

**NIGP Codes: 929-67/550-36**

### **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 a.m. on Tuesday, February 11, 2014. The site visits will be scheduled at the pre-bid conference.**

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

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

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

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

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

#### **\*CONTENTS:**

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

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

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

## SECTION A



**FORMAL ONE-TIME BID  
THERMOPLASTIC TAXIWAY SIGNAGE AT HOBBY AIRPORT  
FOR THE HOUSTON AIRPORT SYSTEM  
Bid No. S50-C24887  
NIGP Codes: 929-67/550-36**

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

The undersigned hereby offers to provide services necessary to provide **Thermoplastic Taxiway Signage at Hobby Airport, located at 8800 Paul B. Koonce St. Houston, TX for the Houston Airport System.** 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:**

<b>Table 1</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Pay or Play Contract Compliance Acknowledgement Form 1a
Contractor References
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:

<b>Table 2</b>
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00 / Insurance Endorsements
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Pay or Play Form 3 / List of Subcontractors
Performance, Maintenance and Statutory Payment Bonds
2013 Engineering Construction Wage Decision

### **Note:**

1. 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](mailto:arturo.lopez@cityofhouston.net) no later than **4:00 PM, Monday, February 17, 2014.**

**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 bidder shall be required to provide and submit with its bid a Bid Bond in the amount of 10% of the total amount. 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 (10<sup>th</sup>) 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 its 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.

**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.

**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](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 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.

#### **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 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 Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, 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, *or to a City Council committee convened to discuss a recommendation regarding the solicitation.*

#### **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:

**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, ***providing thermoplastic taxiway signage*** that is similar in size and scope to this contract. **Bidder must have references documenting that it has provided thermoplastic taxiway signage.** 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.** *The bidder shall be required to 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.*

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: \_\_\_\_\_

**SECTION B**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**PART I**

**1.0 SCOPE OF WORK SUMMARY:**

1.1 The Contractor shall be required to furnish all mobilization, management, supervision, labor, tools, equipment, materials, transportation, incidentals, and apparatus required to supply and install preformed thermoplastic pavement markings on taxiways at William P. Hobby Airport (HOU) located at 8800 Paul B. Koonce St., Houston, TX 77061 as specified in the technical specifications/drawings herein.

**2.0 PROJECT DESCRIPTION:**

2.1 Markings material installed must be Flint Trading Company AirMark 65mil performed thermoplastic material with both entrained and surficial Type III (Gradation A) glass beads yielding an index of Refraction (IOR) of 1.90 as per Federal Specification TT-B-1325D.

2.2 The Contractor must be certified by the Flint Trading Company for preformed thermoplastic pavement markings installation.

2.3 Symbols inscriptions must be 12", and all symbols must have a 6" black border.

2.4 The Contractor shall be required to supply and install approximately 4,830.27 square feet of two (2) color work and 381.10 square feet of three (3) color work of P-620-5.2 preformed thermoplastic marking. *(31 symbols)*

2.5 Thermoplastic pavement markings shall be provided in accordance with the attached drawings listed in Part II, titled ATTACHMENT "A", Schedule of Drawings.

2.6 The Contractor shall be required to provide approval drawing for Houston Airport System's (HAS) approval fourteen (14) business days after receipt of purchase order.

2.7 The Contractor shall be required to inspect and verify that HAS surface preparation is acceptable prior to installation of thermoplastic pavement markings.

**3.0 APPLICABLE STANDARDS:**

3.1 (AC) 150/5340-1K (or most recent series).

3.2 Federal Specification TT-B-1325D.

**4.0 DUTIES OF THE HOUSTON AIRPORT SYSTEM (HAS):**

4.1 HAS will prepare surface substrate(s) for installation of thermoplastic signage.

4.2 HAS will provide layout of each installation.

4.3 HAS will provide all required license and permits.

4.4 HAS will provide taxiway closures.

4.5 HAS will provide access to water and electricity.

4.6 HAS will provide access to the work site.

**5.0 DUTIES OF CONTRACTOR:**

5.1 The Contractor duties include, but are not limited to the following:

5.1.1 The Contractor's personnel shall conform to all Houston Airport Systems (HAS) security rules or regulations at all times while on HAS property per HAS Operating Instructions 05-02 and 05-03. (*Reference Website <http://www.f2h2.com/business-HOU-Badging-Office>*)

5.1.2 The Contractor shall be solely responsible for Contractor's vehicles, equipment, tools, supplies, materials, and other property while on HAS property. The Contractor shall be required to remove all equipment, materials, debris from the work sites at the end of each work shift.

5.1.3 The Contractor shall be responsible for observing the actual working conditions and providing safety equipment or safety precautions as may be required to protect its personnel, Airport patrons, City and airline personnel.

5.1.4 The Contractor shall be responsible for keeping all debris, old materials, trash, and equipment resulting from the Work from impeding any traffic at the work site.

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

5.1.6 In case of an emergency, HAS may order the Contractor to stop Work on the project and clear the area of all personnel and equipment. The Contractor shall comply with such an order with all possible haste.

5.1.7 The Contractor shall provide parking for its employees.

5.1.8 The Contractor shall comply with all applicable federal, state and local environmental rules, regulations, statutes, or orders, (Environmental Laws). In any conflict between this specification and applicable Environmental Laws, the more stringent shall govern.

5.1.9 The Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of the Contractor's failure to comply with Environmental Laws. The Contractor shall perform its obligations under this

specification and related purchase order in strict compliance with Environmental Laws.

**6.0 MATERIALS INSPECTION:**

6.1 All work shall be performed in accordance with the best accepted practices and procedures of the industry. Representatives of the City of Houston shall have the right to inspect all materials and workmanship during the course of work. The City will have the right to reject any and all materials and workmanship which does not conform to these specifications.

**7.0 PROPERTY DAMAGE:**

7.1 The Contractor shall ensure its Work methods, equipment, and personnel do not damage Airport property. The Contractor shall bear all costs associated with any repairs or replacements to Airport property required as the result of the Contractor's negligence.

7.2 The Contractor shall be responsible for replacement of any surrounding systems and/or components that it may damage during the course of the Work.

**8.0 MATERIAL SAFETY DATA SHEETS (MSDS):**

8.1 The Contractor shall furnish all MSDS for each product provided. A Material Safety Data Sheet must accompany each product shipment to the Airport(s).

**9.0 SECURITY AND BADGING:**

9.1 HAS will escort the Contractor to the work area. HAS may elect to have a representative of HAS remain with the Contractor's personnel during the performance of the Work. The Contractor shall conform to all HAS and FAA security directives, rules, and regulations. The Contractor shall comply with applicable Federal aviation Administration (FAA) and Transportation Security Administration (TSA) rules governing security at the Airport, as may be amended from time to time.

**10.0 PARKING:**

10.1 The Contractor shall park its vehicles in areas designated by HAS.

**11.0 ACCEPTANCE AND PAYMENT:**

11.1 Bid award will be made on a Lump Sum Turnkey Bid basis with the contract being a standard City Purchase Order.

11.2 Acceptance and payment are conditioned upon completing the job in accordance with all conditions and requirements, as detailed herein.

**12.0 SILENCE OF SPECIFICATION:**

12.1 The apparent silence of this specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specification shall be made on the basis of this statement. The bidder shall be an established supplier and installer of the items bid.

**13.0 PERFORMANCE TIME/HOURS OF WORK :**

- 13.1 The Contractor shall have **30 business days** to complete all work associated with and required by the contract after receipt of the written Notice to Proceed from the City. It shall be the responsibility of the Contractor to schedule and coordinate the work in such a manner as to complete the work within the specified time.
- 13.2 Unless directed otherwise by the HAS project manager, all Work shall commence no earlier than 10:00 p.m. and will cease and the work site be cleared by 4:30 a.m. The Contractor shall remove all debris, tools, and materials at the close of each work period.

**14.0 WORK COORDINATION:**

- 14.1 It is the responsibility of the Contractor to schedule and coordinate the work in such a manner as to complete the Work within the specified time.
- 14.2 The Contractor shall be required to coordinate the Work with HAS Project Manager, Rajish Ramoutar at phone number 713-641-7734.

**15.0 WARRANTY:**

- 15.1 The Contractor shall warranty all parts, labor, materials and workmanship for **one year** subsequent to acceptance of work by the City of Houston.
- 15.2 The Manufacturer shall be required to provide an inspection twelve (12) months after installation of thermoplastic markings. The warranty period must commence on the date the City accepts the material and installation. Warranty work must be completed without cost to the City within ten days after notification to vendor of material failure or faulty material. Any and all documents necessary to effect warranty must be properly applied for and submitted by the successful vendor. All freight charges to and from the vendor's repair facility for warranty repair and/or maintenance must be borne by seller during the warranty period.
- 15.3 The Contractor agrees to repair and replace all work or materials, at the Contractor's expense, which become, or is found to be, defective during the term of this warranty. Should the Contractor fail to repair or replace such defects within ten (10) days after receiving written notice from the City, the City may arrange to have the work performed by others and Contractor hereby agrees to reimburse the City for actual and incidental costs arising therefrom.

**PART II**

**ATTACHMENT "A"**

**SCHEDULE OF DRAWINGS**

**Attachment A**

<b>Qty</b>	<b>Part#</b>	<b>Description</b>	<b>Width</b>	<b>Length</b>	<b>Square Feet</b>	<b>Square Feet Total</b>
1	AM1300540	TWLS B	12.41	15.5	192.355	192.355
1	AM1300275	TWDR H	12.5	15.5	193.75	193.75
6	13-254-01	TWLS Y	7.73	15.5	119.815	718.89
1	13-254-02	TWLS Y	7.23	15.5	112.065	112.065
1	13-254-03	TWLS Z	6.87	15.5	106.485	106.485
2	13-254-04	TWDR C	13.92	15.5	215.76	431.52
1	13-254-05	TWDR H1	16.5	15.5	255.75	255.75
2	13-254-06	TWDR H1	16.5	15.5	255.75	511.5
1	13-254-07	TWDR Y	14.98	15.5	232.19	232.19
2	13-254-08	TWDR Y	13.45	15.5	208.475	416.95
3	13-254-09	TWDR Y	13.45	15.5	208.475	625.425
2	13-254-10	TWDR Z	12.59	15.5	195.145	390.29
1	13-254-11	TWDR Z	12.59	15.5	195.145	195.145
1	13-278-02	TWDR Y	14.98	15.5	232.19	232.19
1	13-27-01	TWDR C	13.92	15.5	215.76	215.76
1	13-255-01	GPM 5Y	9 ft circle	9 ft circle	63.62	63.62
1	13-255-02	GPM 6Y	9 ft circle	9 ft circle	63.62	63.62
1	13-255-03	GPM 3Y	9 ft circle	9 ft circle	63.62	63.62
1	13-255-04	GPM 2Z	9 ft circle	9 ft circle	63.62	63.62
1	13-283	GPM 4Y	9 ft circle	9 ft circle	63.62	63.62
<b>31</b>					<b>3257.21</b>	<b>5148.365</b>



**ENNIS-FLINT**  
 Thomasville, NC 27360  
 phone: (336)475-6600  
 fax: (336) 475-7900

THE INFORMATION ON THIS DRAWING IS THE EXCLUSIVE PROPERTY OF ENNIS-FLINT. IT CANNOT BE USED OR COPIED WITHOUT THE WRITTEN CONSENT OF ENNIS-FLINT, THOMASVILLE, NC, USA

Ennis-Flint has prepared these submittal drawings(s) based upon the purchaser's direction specifically for the manufacturing of AirMark's pavement markings. It is the responsibility of the purchaser to verify and approve the colors/dimensions shown in the respective drawings(s) and, if required, to comply with AC 150/5340. Any change in the marking design after written approval of drawings has been received by Ennis Flint may result in additional charge(s) to the purchaser.

**SUBMITTAL REVIEW**

APPROVED.....  
 APPROVED AS NOTED.....  
 RE-SUBMIT.....

SIGNATURE

REVISION #      DATE      DESIGNER

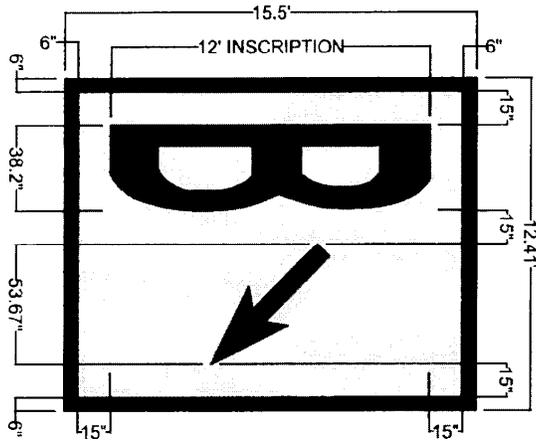
REVISION #	DATE	DESIGNER

DESCRIPTION: **TWLS "B"**

INSCRIPTION HEIGHT: **12"**

DIMENSIONS: **12.41' X 15.5'**

SUBMITTAL REF: DESIGNER: **AJP**  
 AM1300540 DATE: **6/3/13**





**FLINT TRADING INC.**

Thomasville, NC 27360  
 phone: (336)475-6600  
 fax: (336) 475-7900

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Flint Trading, Inc. has prepared these submittal drawing(s) based upon the purchaser's direction specifically for the manufacturing of AirMark's pavement markings. It is the responsibility of the purchaser to verify and approve the colors/dimensions shown in the respective drawing(s) and, if required, to comply with AC 150/5340-1K. Any change in the marking design after written approval of drawings has been received by Flint Trading may result in additional charge(s) to the purchaser.

**SUBMITTAL REVIEW**

APPROVED.....

APPROVED AS NOTED.....

RE-SUBMIT.....

SIGNATURE.....

REVISION #      DATE      DESIGNER

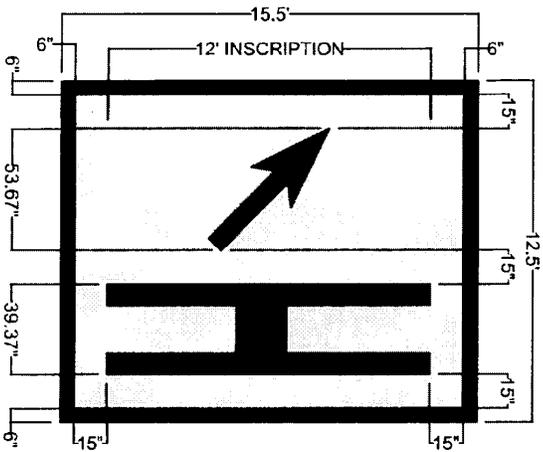

DESCRIPTION:

**TWDR "H"**

INSCRIPTION HEIGHT:      **12'**

DIMENSIONS:      **12.5' 15.5'**

SUBMITTAL REF:	DESIGNER:
AM1300275	AJP
DATE:	
1/11/2011	



AirMark performed thermoplastic markings meet the AC 150/5370-10E Item P-620 2, 2e and 3, 6 Taxiway and Runway Painting Specification for use on Taxiways, Aprons, Ramps and Gates.



**ENNIS-FLINT**  
 Thomasville, NC 27360  
 phone: (336) 475-6600  
 fax: (336) 475-7800

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**SUBMITTAL REVIEW**

APPROVED.....

APPROVED AS NOTED.....

RE-SUBMIT.....

SIGNATURE

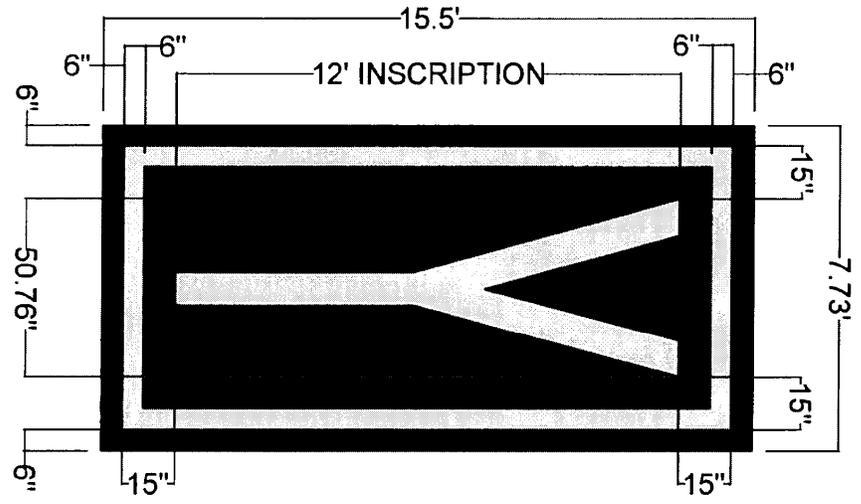
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWLS "Y"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **7.73' X 15.5'**

SUBMITTAL REF: **13-254-01** | DESIGNER: **AJP**  
 DATE: **7/25/13**





**ENNIS-FLINT**  
 Thomasville, NC 27360  
 phone: (336)475-6600  
 fax: (336) 475-7800

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**SUBMITTAL REVIEW**  
 APPROVED .....   
 APPROVED AS NOTED .....   
 RE-SUBMIT .....

\_\_\_\_\_  
 SIGNATURE

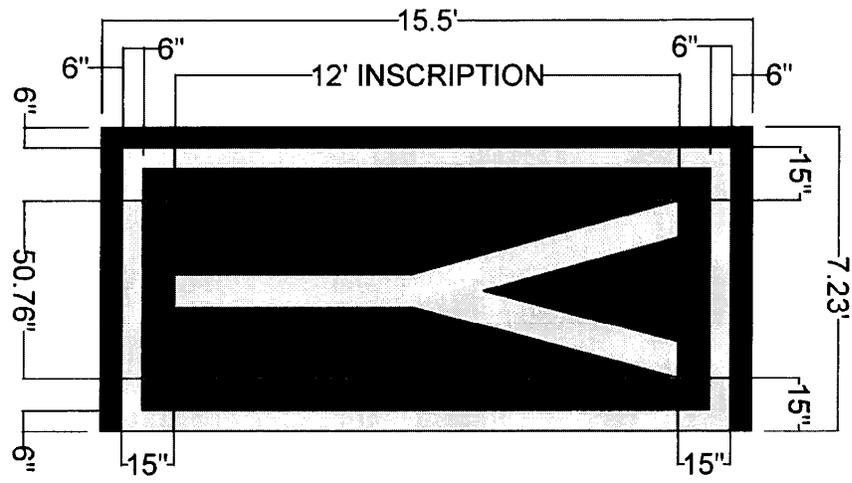
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWLS "Y"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **7.23' X 15.5'**

SUBMITTAL REF: **AJP**  
 DESIGNER: **AJP**  
 DATE: **7/25/13**





**ENNIS-FLINT**  
 Thomasville, NC 27360  
 phone: (336)475-6600  
 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED .....   
 APPROVED AS NOTED .....   
 RE-SUBMIT .....

SIGNATURE \_\_\_\_\_

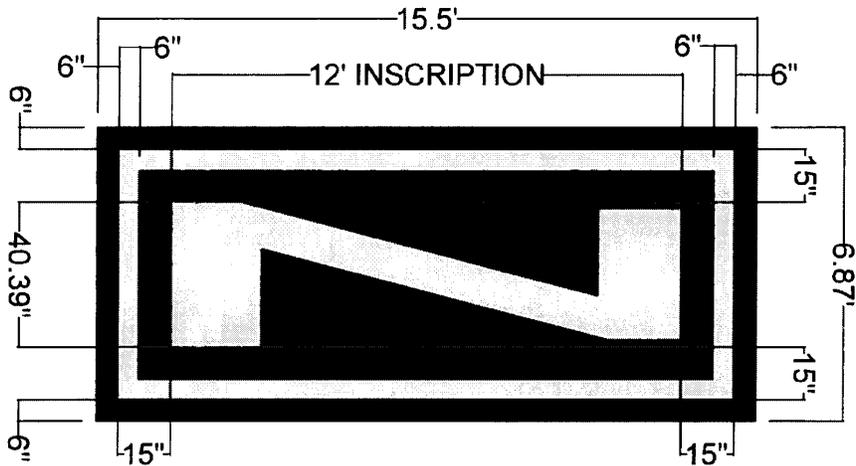
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWLS "Z"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **6.87' X 15.5'**

SUBMITTAL REF: <b>13-254-03</b>	DESIGNER: <b>AJP</b>
DATE: <b>7/25/13</b>	





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 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED.....  
 APPROVED AS NOTED.....  
 RE-SUBMIT.....

SIGNATURE \_\_\_\_\_  
 \_\_\_\_\_

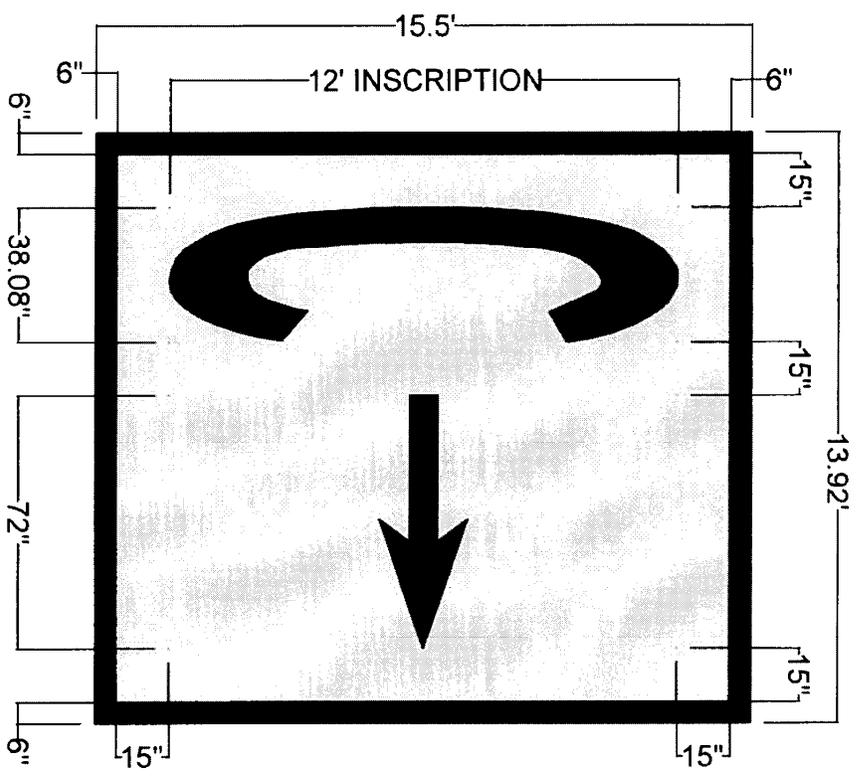
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWDR "C"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **13.92' X 15.5'**

SUBMITTAL REF: DESIGNER: **AJP**  
 DATE: **7/25/13**





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 Thomasville, NC 27360  
 phone: (336) 475-6600  
 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED .....    
 APPROVED AS NOTED .....    
 RE-SUBMIT .....

SIGNATURE \_\_\_\_\_

REVISION #      DATE      DESIGNER

.....

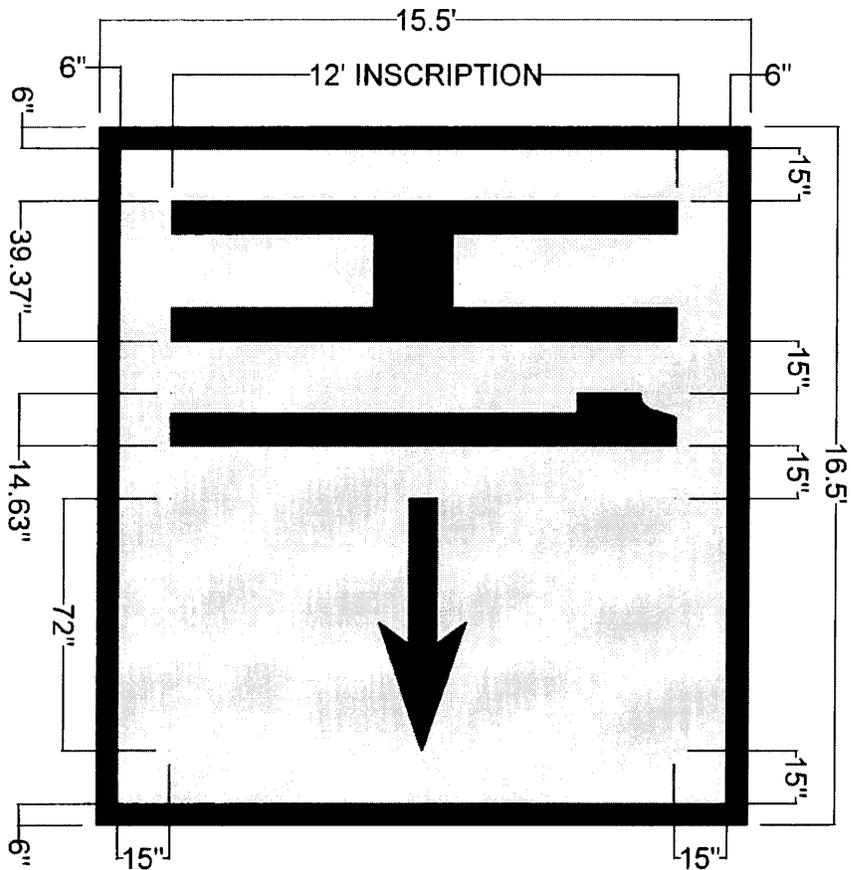
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DESCRIPTION  
**TWDR "HI"**

INSCRIPTION  
 HEIGHT      **12'**

DIMENSIONS  
**16.5' X 15.5'**

SUBMITTAL REF      DESIGNER      DATE  
**13-254-05      AJP      7/25/13**





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**SUBMITTAL REVIEW**

APPROVED .....   
 APPROVED AS NOTED .....   
 RE-SUBMIT .....

SIGNATURE \_\_\_\_\_

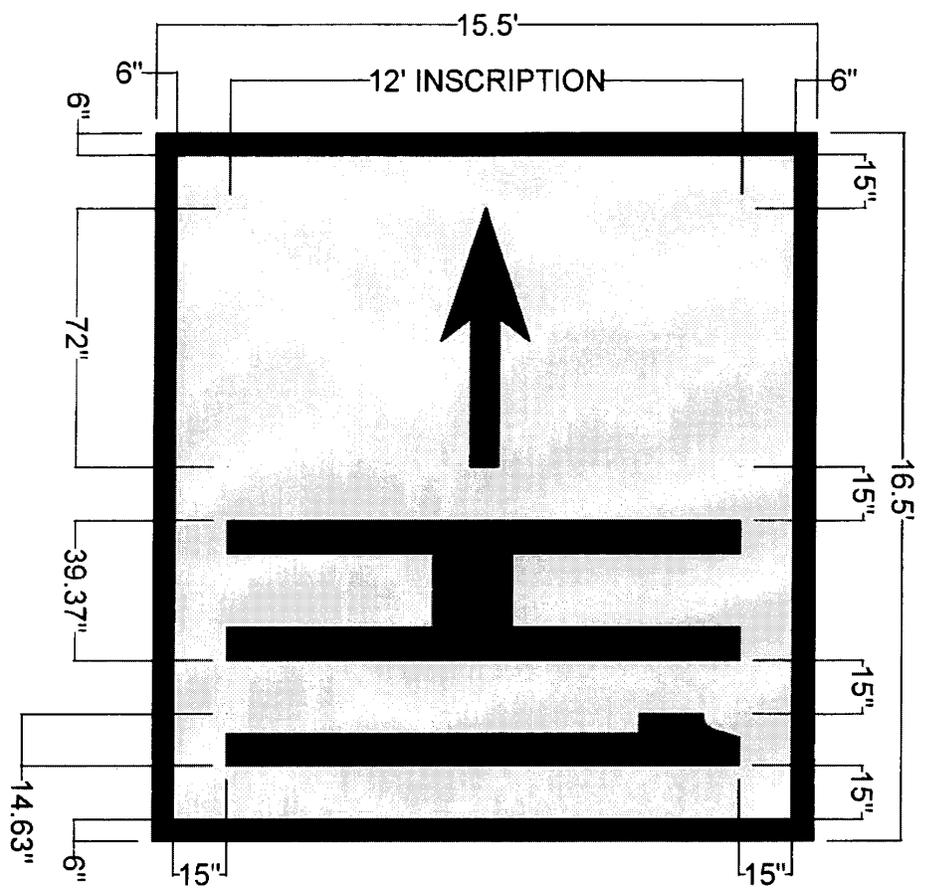
REVISION #      DATE      DESIGNER


DESCRIPTION: **TWDR "H1"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **16.5' X 15.5'**

SUBMITTAL REF: **13-254-06**      DESIGNER: **AJP**  
 DATE: **7/25/13**





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**SUBMITTAL REVIEW**

APPROVED.....   
 APPROVED AS NOTED.....   
 RE-SUBMIT.....

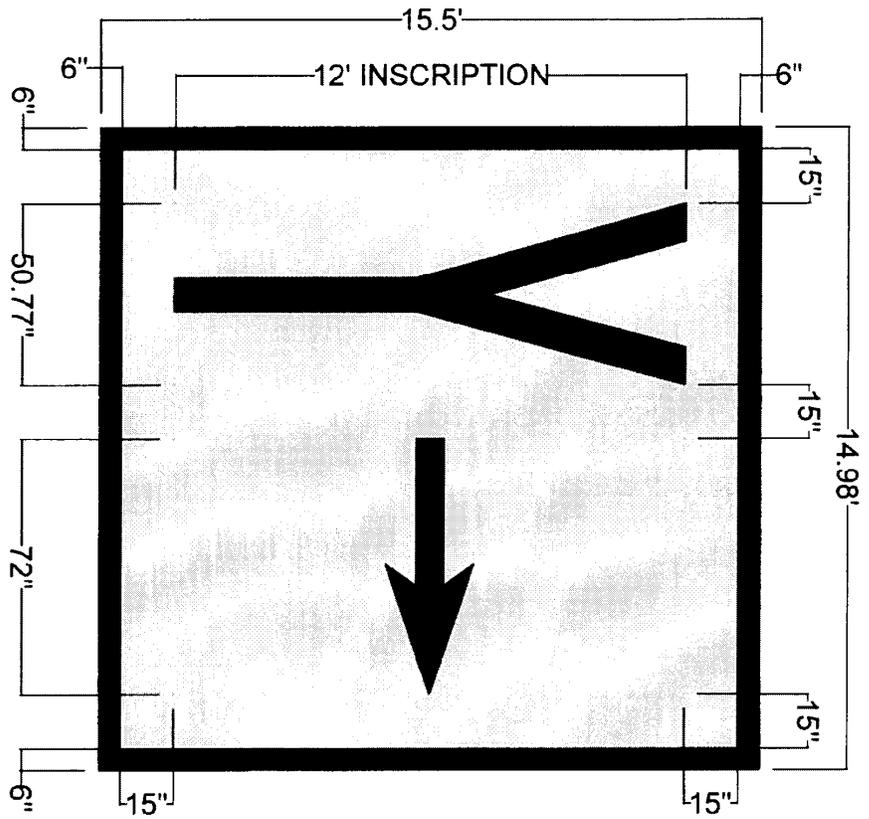
REVISION #	DATE	DESIGNER

DESCRIPTION: TWDR "Y"

INSCRIPTION HEIGHT: 12'

DIMENSIONS: 14.98' X 15.5'

SUBMITTAL REF: 13-254-07  
 DESIGNER: AJP  
 DATE: 7/25/13





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**SUBMITTAL REVIEW**

APPROVED.....   
 APPROVED AS NOTED.....   
 RE-SUBMIT.....

\_\_\_\_ SIGNATURE \_\_\_\_\_

REVISION #      DATE      DESIGNER

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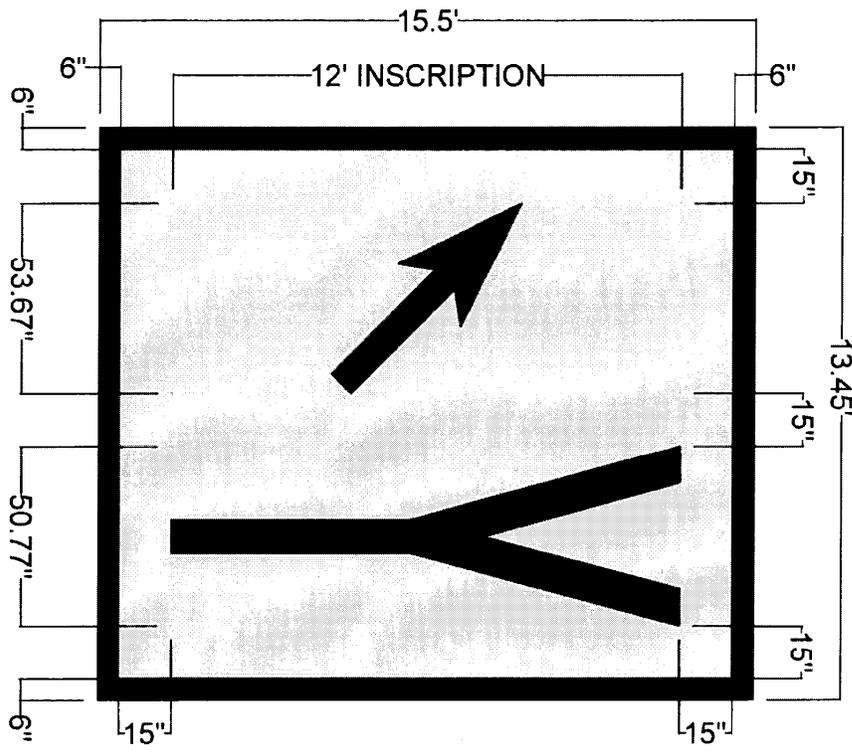
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**DIMENSIONS:**  
 13.45' X 15.5'

SUBMITTAL REF: DESIGNER: **AJP**

13-254-08      DATE: **7/25/13**



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**SUBMITTAL REVIEW**

APPROVED .....  
 APPROVED AS NOTED .....  
 RE-SUBMIT .....

SIGNATURE \_\_\_\_\_

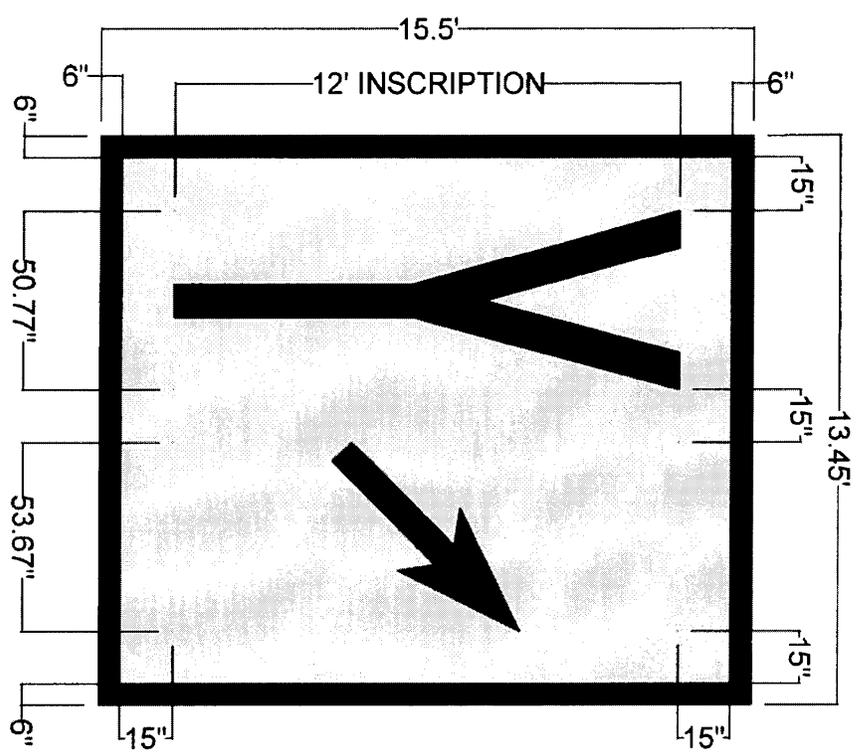
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWDR "Y"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **13.45' X 15.5'**

SUBMITTAL REF: **13-254-9** DESIGNER: **AJP**  
 DATE: **7/25/13**





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 fax: (336) 475-7900

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**SUBMITTAL REVIEW**  
 APPROVED.....   
 APPROVED AS NOTED.....   
 RE-SUBMIT.....

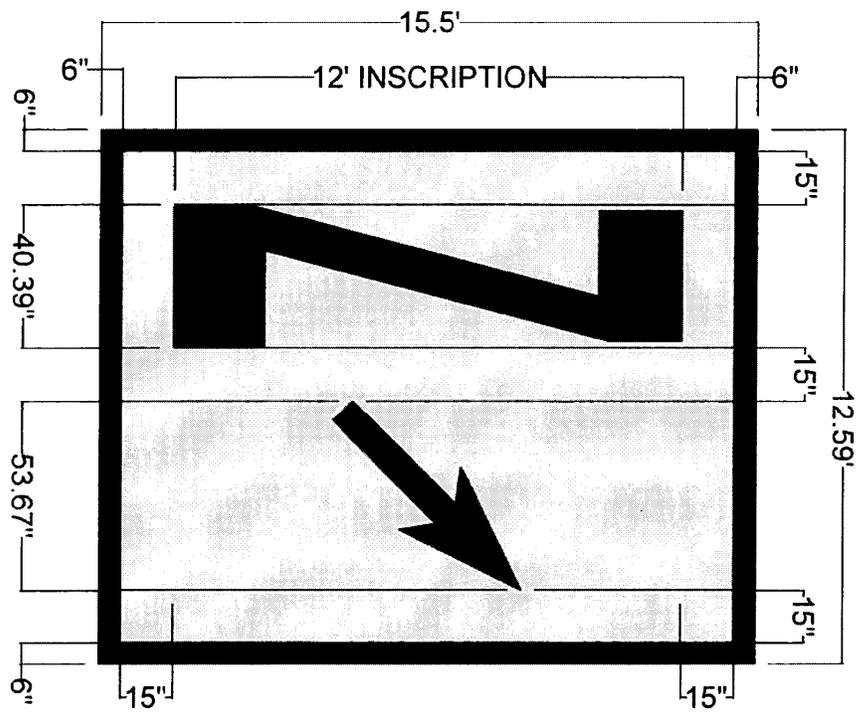
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 SIGNATURE

REVISION #	DATE	DESIGNER
1		
2		
3		
4		

DESCRIPTION: **TWDR "Z"**  
 INSCRIPTION: **12'**  
 HEIGHT: **12'**

DIMENSIONS: **12.59' X 15.5'**

SUBMITTAL REF: **13-254-10** DESIGNER: **AJP**  
 DATE: **7/25/13**





**ENNIS-FLINT**  
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 phone: (336)475-8600  
 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED .....   
 APPROVED AS NOTED .....   
 RE-SUBMIT .....

SIGNATURE

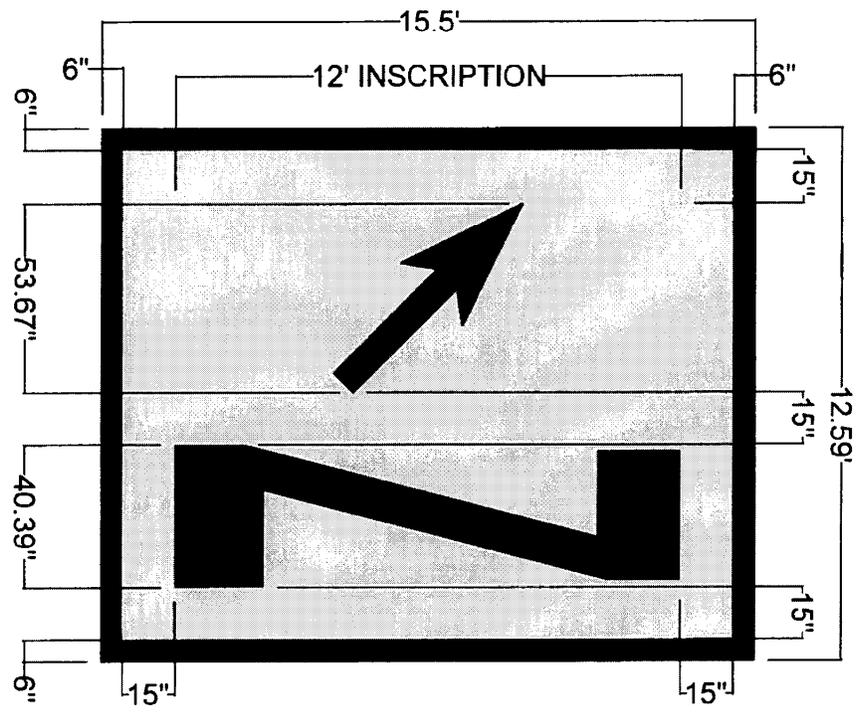
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWDR "Z"**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **12.59' X 15.5'**

SUBMITTAL REF.: DESIGNER: **AJP**  
 DATE: **7/25/13**





**ENNIS-FLINT**  
 Thomasville, NC 27360  
 phone: (336) 475-6600  
 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED: .....

APPROVED AS NOTED: .....

RE-SUBMIT: .....

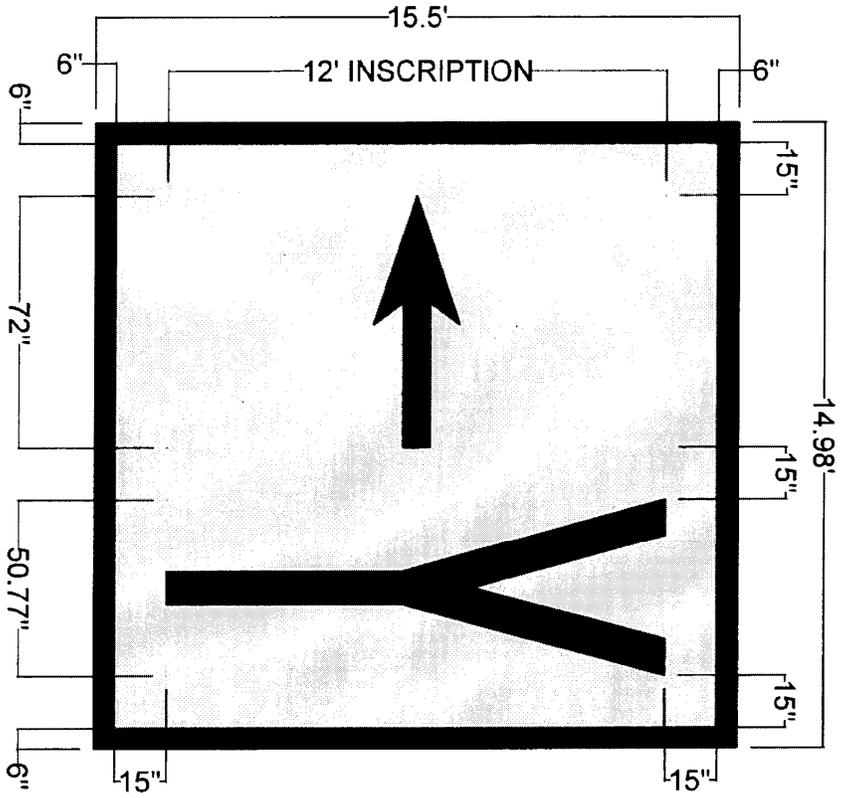
REVISION #	DATE	DESIGNER
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DESCRIPTION: **TWDR Y**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **14.98' X 15.5'**

SUBMITTAL REF: **13-278-02** | DESIGNER: **AJP**  
 DATE: **8/7/13**





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 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED.....   
 APPROVED AS NOTED.....   
 RE-SUBMIT.....

SIGNATURE \_\_\_\_\_

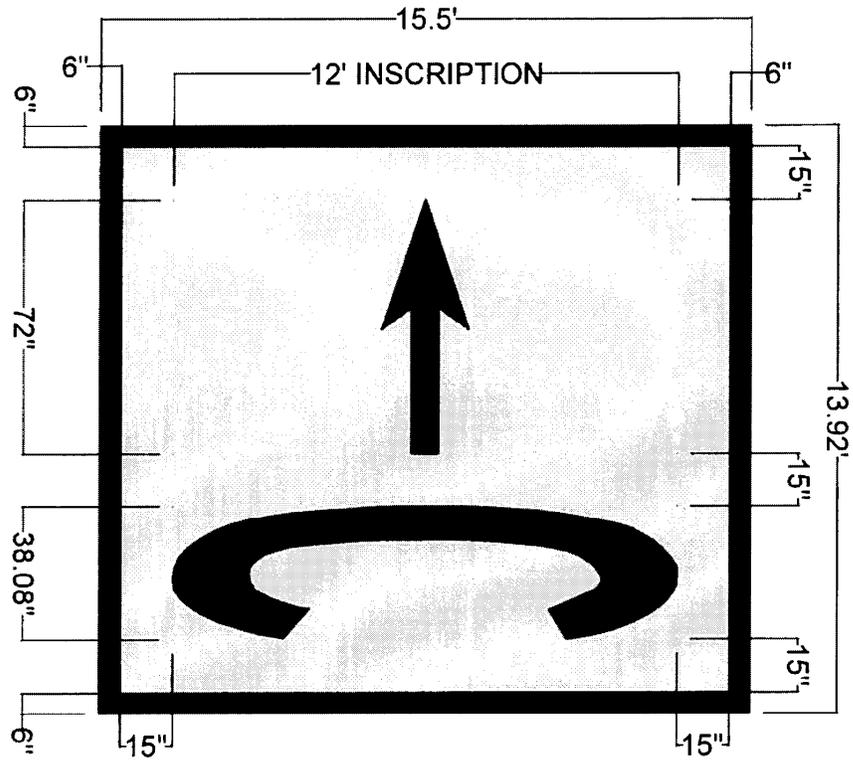
REVISION #	DATE	DESIGNER

DESCRIPTION: **TWDR C**

INSCRIPTION HEIGHT: **12'**

DIMENSIONS: **13.92' X 15.5'**

SUBMITTAL REF: DESIGNER: **AJP**  
 13-278-01 DATE: **8/7/13**





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 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED .....    
 APPROVED AS NOTED .....    
 RE-SUBMIT .....

SIGNATURE \_\_\_\_\_

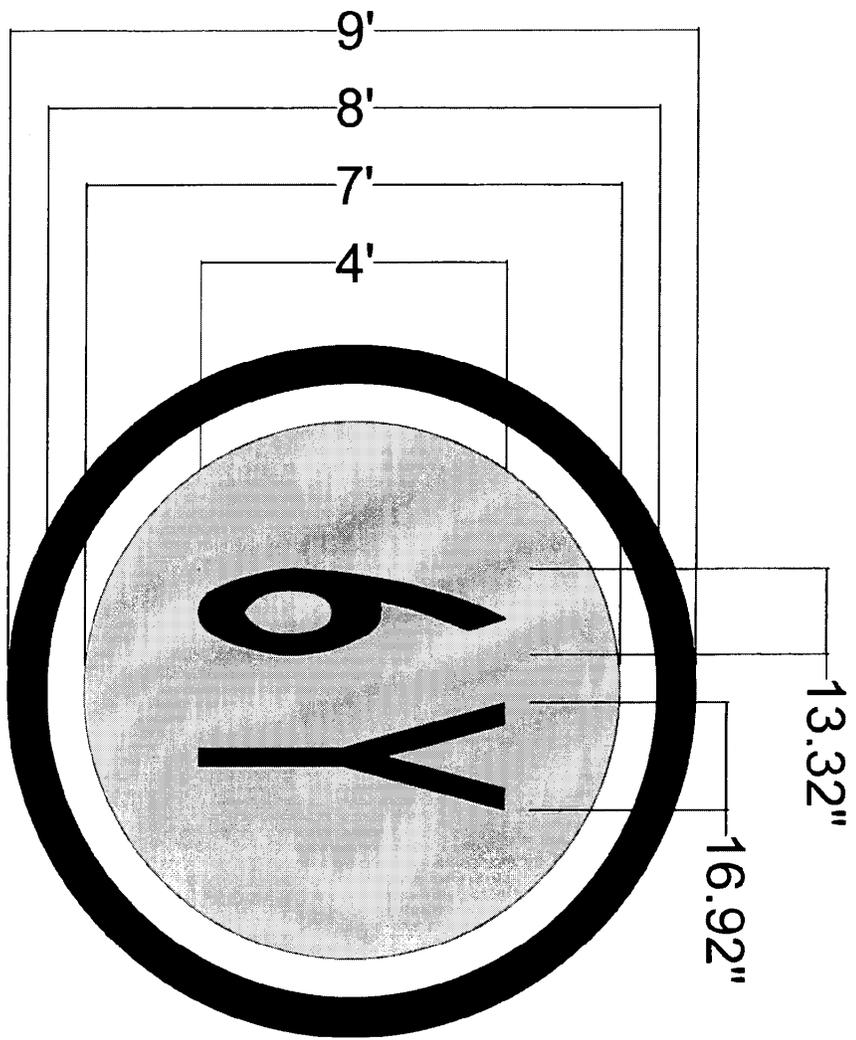
REVISION #      DATE      DESIGNER


DESCRIPTION: **GPM "6Y"**

INSCRIPTION HEIGHT: **4'**

DIMENSIONS **9' DIA**

SUBMITTAL REF: **13-255-02**      DESIGNER: **AJP**  
 DATE: **7/25/13**





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 THOMASVILLE NC, USA.

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**SUBMITTAL REVIEW**

APPROVED.....   
 APPROVED AS NOTED.....   
 RE-SUBMIT.....

SIGNATURE \_\_\_\_\_

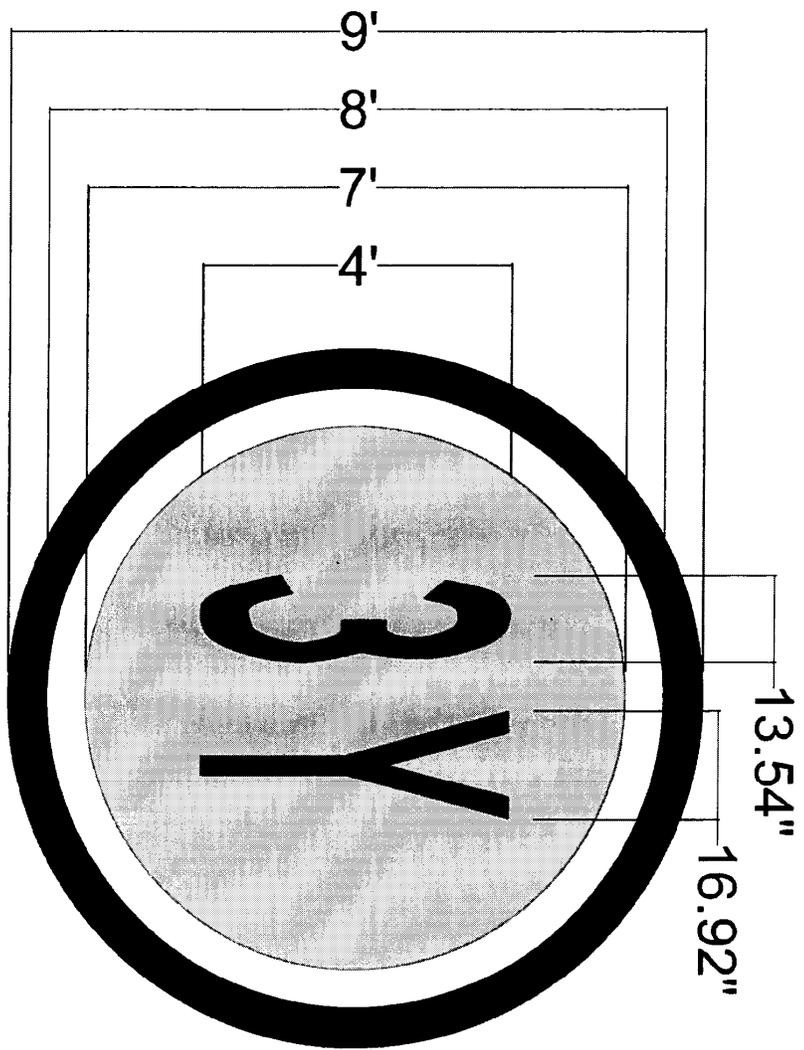
REVISION #	DATE	DESIGNER

DESCRIPTION:  
**GPM "3Y"**

INSCRIPTION  
 HEIGHT: **4'**

DIMENSIONS  
**9' DIA**

SUBMITTAL REF: DESIGNER: **AJP**  
 13-255-03 DATE: **7/25/13**





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 Fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED.....  
 APPROVED AS NOTED.....  
 RE-SUBMIT.....

\_\_\_\_\_  
 SIGNATURE

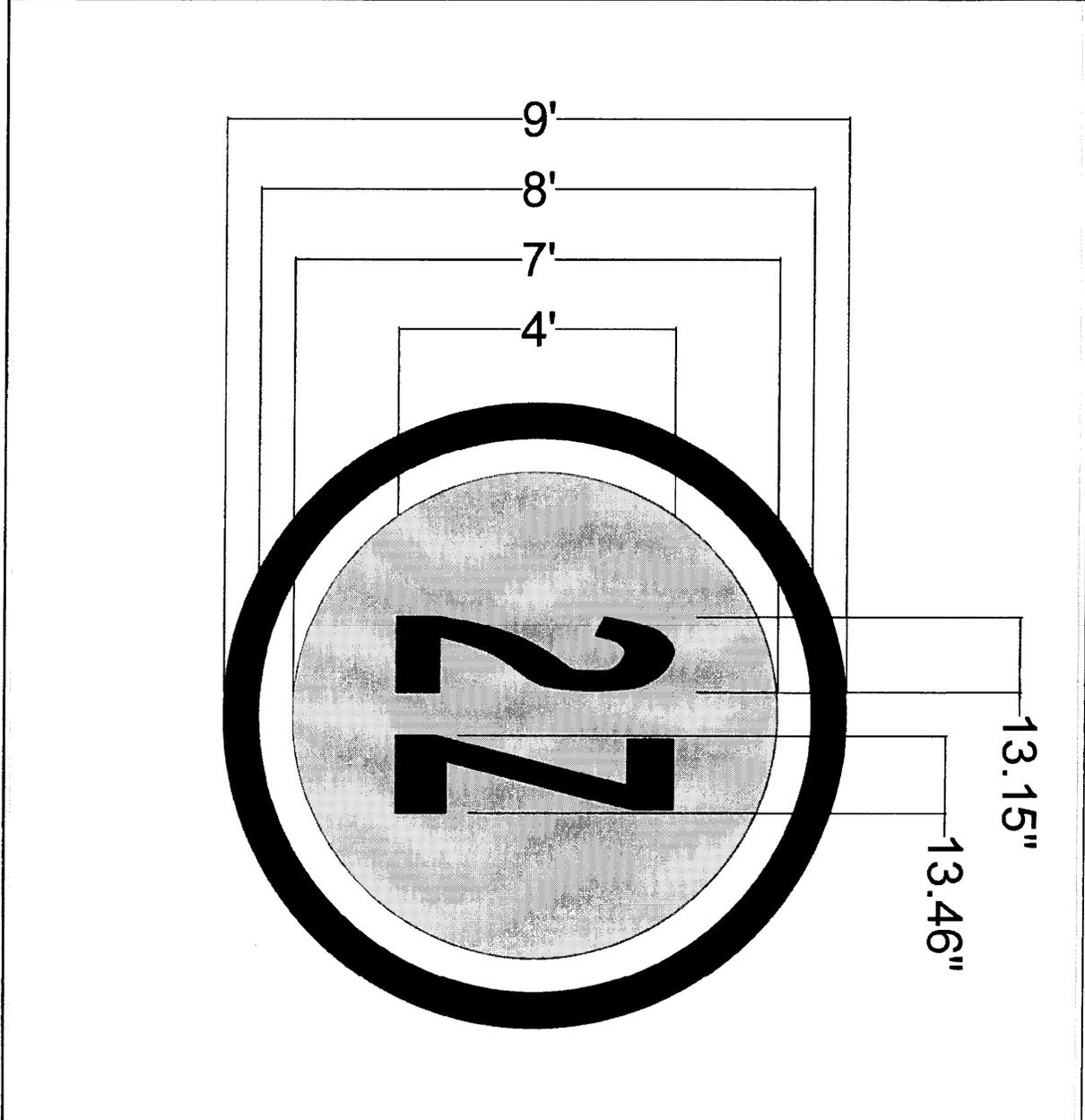
REVISION #	DATE	DESIGNER
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DESCRIPTION: **GPM "2Z"**

INSCRIPTION HEIGHT: **4'**

DIMENSIONS: **9' DIA**

SUBMITTAL REF: **13-256-04** DESIGNER: **AJP**  
 DATE: **7/25/13**





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 Thomasville, NC 27360  
 phone: (336)475-6600  
 fax: (336) 475-7900

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**SUBMITTAL REVIEW**

APPROVED: .....   
 APPROVED AS NOTED .....   
 RE-SUBMIT: .....

SIGNATURE: \_\_\_\_\_

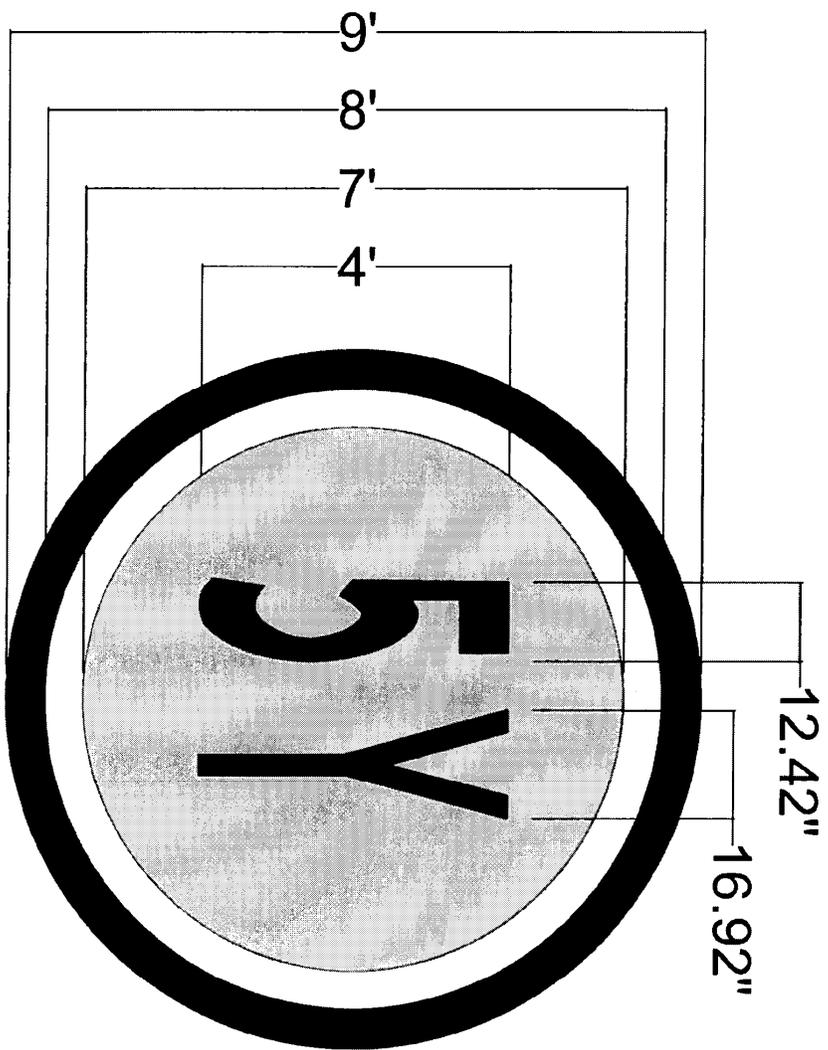
REVISION #	DATE	DESIGNER

DESCRIPTION: **GPM "SY"**

INSCRIPTION HEIGHT: **4'**

DIMENSIONS: **9' DIA**

SUBMITTAL REF: 13-255-01    DESIGNER: **AJP**  
 DATE: 7/25/13



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 Thomasville, NC 27360  
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 fax: (336) 475-7900

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Ennis-Flint has prepared these submittal drawing(s) based upon the purchaser's direction specifically for the manufacturing of AirMark's pavement markings. It is the responsibility of the purchaser to verify and approve the colors/dimensions shown in the respective drawing(s) and, if required, to comply with AC 150/5340. Any change in the marking design after written approval of drawings has been received by Ennis Flint may result in additional charge(s) to the purchaser.

**SUBMITTAL REVIEW**  
 APPROVED.....  
 APPROVED AS NOTED.....  
 RE-SUBMIT.....

SIGNATURE \_\_\_\_\_  
 \_\_\_\_\_

REVISION #	DATE	DESIGNER

DESCRIPTION: **GPM "4Y"**

INSCRIPTION HEIGHT: **4'**

DIMENSIONS: **9' DIA**

SUBMITTAL REF: <b>13-283</b>	DESIGNER: <b>AJP</b>
DATE: <b>8/8/13</b>	

A PDF version of the Schedule of Drawings can be viewed on the following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24887>  
**END OF SECTION**

## SECTION C

### BUILDING WAGE SCALE

A PDF version of the Engineering Wage Scale can be viewed on the following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24887>

### GENERAL CONDITIONS

A PDF version of the General Conditions can be viewed on the following web link:  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24887>

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 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

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

#### 3.28 **CONTRACTOR DEBT**

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

## ARTICLE 8 - TIME

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

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

## ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

**9.12 LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.**

**9.12.1.1 *The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$800.00 per day.***

## ARTICLE 11 - INSURANCE AND BONDS

11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.*

11.2.1.4 Contractor shall provide Owners and Contractor's Protective Liability Insurance only if the contractor's bid price is equal to or greater than \$100,000.00.

***Contractor Automobile Liability Insurance: \$10,000,000.00.***

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.*

**CITY OF HOUSTON -- BIDDER'S BOND**

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

THE STATE OF TEXAS

§  
§

KNOW ALL MEN BY

THESE PRESENTS:

COUNTY OF HARRIS

§

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

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston its 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-C24887**

**Provide Thermoplastic Taxiway Signage at Hobby Airport**

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. 2013.

PRINCIPAL

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Surety

**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

## PERFORMANCE BOND

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

### THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

out of Contractor's performance of the Contract.

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

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

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

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

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

EXECUTED in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Address of Principal)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SEAL  
SURETY WITNESS:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

REVIEWED:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paralegal

**STATUTORY PAYMENT BOND**

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

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

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

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

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

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

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS:  
(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Surety

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

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

\_\_\_\_\_  
Legal Assistant

\_\_\_\_\_  
Date