



CITY OF HOUSTON INVITATION TO BID

Issued: *August 15, 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 AM Thursday, September 18, 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:

**ASPHALTIC PAVEMENT OVERLAY SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S50-C25103
NIGP CODE: 913-84 / 750-32**

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 **1:00 P.M on Thursday, September 4, 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



**ASPHALTIC PAVEMENT OVERLAY SERVICES
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
BID INVITATION NO.: S50-C25103
NIGP CODE: 913-84 / 750-32**

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 Asphaltic Pavement Overlay Services Citywide for a one year period with three (3) one-year option period 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 **Asphalt Pavement Overlay Services** 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
M/WBE Document Nos. 00470, 00471 & 00472
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
M/WBE Subcontractor Letters of Intent
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
2014 Engineering Wage Scale

Note:

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, September 8, 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. All approvals and/or changes must be done in writing.

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**. 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 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:

<http://www.houstontx.gov/hbsc/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.

M/WBE CONTRACT COMPLIANCE:

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **12% MBE and 7% WBE** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunities (“OBO”), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director.

Document 00200

M/WBE INSTRUCTIONS TO BIDDERS

**A PDF version of Document 00200 – M/WBE INSTRUCTIONS TO BIDDERS
can be viewed on the following web link**

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25103>

**ASPHALTIC PAVEMENT OVERLAY SERVICES
WBS NO.**

**BIDDER'S
PARTICIPATION PLAN**

**Document 00470
BIDDER'S MWSBE PARTICIPATION PLAN**

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer's plan to meet the contract-specific MWSBE goal ("contract goal"). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate "Good Faith Efforts", which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. For more information, visit <https://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

Contract Goal 19%	MBE 12%	WBE 7%	Bidder's Participation Goal	SBE	MBE	WBE	Total
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NAICS Code (6 digit)	Plan Item Number (if applicable)/ Description of Work	% of Total Bid Price (2 decimal places)	Cert. Type for Goal (MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ * Date: _____

Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

00470-7 <<Bidder Name>>
07-01-2013

Document 00471
PRE BID GOOD FAITH EFFORTS

Bidder or Proposer Name: _____ **Project Name & Bid/Contract #** _____

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document CCD-00470) to meet the contract specific goal in the Supplemental Conditions (Document 00800), must submit this completed form as well as a Goal Deviation Request Form (Document 00472), and any other documentation of "Good Faith Efforts" with the bid (see Document 00808). The Bidder or Prime Contractor has the burden to demonstrate "Good Faith Efforts" to meet the MWSBE goal, which includes correctly, and accurately preparing and submitting this form and other efforts described in the City's Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

UNLESS THE BIDDER'S/PROPOSER'S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

00471-9
 07-01-2013

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

Document 00472

BIDDER'S MWSBE GOAL DEVIATION REQUEST

Bidder or Proposer Name: _____

Project Name & Bid/Contract #: _____

Department Approved MWSBE Goals	SBE %	MBE %	WBE %	Total %
--------------------------------------------	-----------------	-----------------	-----------------	-------------------

Bidder's Proposed MWSBE Goals	SBE %	MBE %	WBE %	Total %
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Justification: Please provide the reason the Bidder is unable to meet the MWSBE goal in Form 00800.

Good Faith Efforts: Please list any efforts not listed in the Bidder's Good Faith Effort Report (Form 00471).

Date: _____

Bidder: _____

Email: _____

By: _____

Phone Number: _____

Title: _____

FOR OFFICIAL USE ONLY: Approved

Not Approved

OBO Representative _____	Date: _____
_____	Title: _____

00472-11
07-01-2013

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 asphaltic pavement overlay services** that are similar in size and scope to this contract. **Bidder must have references documenting that it has performed asphaltic pavement overlay 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/TECHNICAL SPECIFICATIONS
ASPHALTIC PAVEMENT OVERLAY SERVICES

1.0 PROJECT GENERAL:

1.1 The Contractor shall be required to furnish all labor, materials, equipment and supplies, and shall perform all work necessary for asphaltic pavement overlay services citywide. The work will consist of using asphaltic material for repairing pavement failure, filling excavated and/or damaged areas of roadway, for the mitigation of pavement hazards, and/or improvement of existing pavement.

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

1.2.1 The work includes, but is not limited to, leveling course if directed; asphaltic pavement overlay of approximately 2 inches of hot mix asphaltic, reclaimed asphalt pavement (**RAP**), concrete pavement; accessible ramps; pavement marking; and a variety of miscellaneous work, as needed or as directed by the Streets and Drainage Division (SDD) project manager.

1.2.2 Curb ramps along intersections of roads/streets to be overlaid shall be evaluated for compliance with the Americans with Disabilities Act (ADA) standards. If the evaluated ramps do not meet these standards, the Contractor shall be required to upgrade or replace them. The Standards for Accessible Design, Title III regulations 28 CFR Part 36, revised September 15, 2010 is located at the following website. www.usdoj.gov/crt/stdspdf.htm. Speed humps will be replaced only as directed by SDD Project Manager.

1.2.3 Truncated domes shall be utilized and are incidental to curb ramps.

1.2.4 All level up work for manholes and valve boxes is incidental to asphalt overlay work.

1.2.5 Contract document includes, City-furnished specifications, Contractor use of Premises, and Warranty.

1.3 CITY-FURNISHED PRODUCTS:

1.3.1 No items will be furnished by the City.

1.4 CONTRACTOR'S RESPONSIBILITIES:

1.4.1 Arrange and pay for product delivery to the site.

1.4.2 Receive and unload products at the site; jointly with the City, inspect for completeness or damage.

1.4.3 Handle, store, Install, and finish Products.

1.4.4 Repair or replace damaged items.

1.4.4.1 Milling material shall become the property of the Contractor to remove from the job site and legally dispose at no cost to the City. On occasion, the City may wish to retain the milled material. The bid item "**Transport Millings to City Location within 50 Mile Radius**" is included to pay for hauling the retained millings to a designated yard a distance not greater than 50 miles one way,

should the City require it.

1.5 CONTRACTOR USE OF PREMISES:

- 1.5.1 Comply with procedures for access to the site and Contractor's use of rights-of-way.
- 1.5.2 Construction Operations: Limited to the City's rights-of-way provided by the City and areas shown or described in the work order documents provided at time of work request.
- 1.5.3 Utility Outages and Shutdown: Provide a minimum of 48 hour notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.
- 1.5.4 The Contractor will deliver a notification letter and door hangers to all residents and businesses **one week** prior to the beginning of any construction activity. The letter should include (but not limited to) indication of the daily start and ending time, general description of scope of work and sequence of work to be performed, Contractors and City contact names and phone numbers. Sample door hangers will be provided by SDD project manager. The Contractor shall be responsible for informing the public in advance when vehicles need to be removed within the construction limits of the project.

1.6 WARRANTY:

- 1.6.1 The Contractor shall be required to warrant all work rendered for a minimum of **one calendar year** from the date the work is accepted by the City for each job location.

1.7 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION:

- 1.7.1 Prior to beginning any work, Project Identification signs shall be placed on the job site as specified in the Work Order or as directed by the SDD Project Manager.
- 1.7.2 The location of utilities are not shown on the plans, it is the Contractor's responsibility to determine the exact location of all utilities before commencing work and protect them from damage during construction. To arrange for utility line locations, call the TEXAS ONE CALL SYSTEM at 1-800-669-8344 at least 48 hours prior to the commencement of work.

1.7.3 Performance of Work:

- 1.7.3.1 Prior to overlay, the Contractor shall be required to provide an approved laboratory test run of TEX-227-F on approved mix designs.**
- 1.7.3.2 Materials for asphaltic overlay shall be furnished by the contractor in accordance with TXDOT. (See website below)
<https://www.dot.state.tx.us/business/specifications.htm>
- 1.7.3.3 The work will be assigned to the contractor through work orders distributed by the Public Works and Engineering Department's Streets and Drainage Division Personnel.
- 1.7.3.4 Work Orders will be grouped by areas as designated in the Houston Harris County Key Map (by Key Map, Inc.).
- 1.7.3.5 The Contractor shall make all data available from laboratory testing to the**

inspector prior to overlay.

- 1.7.3.6 The inspector will observe HMAC-RAP rolling pattern determination.
- 1.7.3.7 NICET or TXDOT certified asphalt technician from the lab would be present with functioning nuclear gauge.
- 1.7.3.8 The lab will take two samples from every 300 tons of HMAC-RAP. The testing lab will test a maximum of two samples per day, unless instructed otherwise by the Project Manager/Engineer.
- 1.7.3.9 The testing laboratory will record type and number of passes to obtain the specified density.
- 1.7.3.10 If the mix design density is not achieved, inspector will immediately notify SDD project manager.
- 1.7.3.11 The Contractor shall make additional trials to achieve density in mix design.
- 1.7.3.12 Prior to HMAC-RAP construction, the Contractor shall be required to provide material testing of eight (8) random cores (two cores per location) by the testing laboratory at the test area.
- 1.7.3.13 The testing laboratory shall determine actual core density. The minimum core density is 91% using the maximum theoretical density (Rice) value of the HMAC-RAP.
- 1.7.3.14 The testing laboratory shall adjust nuclear density gauge for correlation with actual core density.
- 1.7.3.15 Nuclear gauge densities shall be taken daily. Final rolling pattern nuclear gauge densities will be taken throughout the day per street to establish representative data results.
- 1.7.3.16 The approved rolling pattern shall be established and followed on a daily basis.
- 1.7.3.17 The testing laboratory shall inform the Contractor and the Inspector immediately if the required HMAC-RAP mix design material properties and HMAC-RAP core densities have not been achieved.
- 1.7.3.18 The Contractor shall be required to correct conditions, where design requirements were not met at the Contractor's expense. It is the Contractor's responsibility and risk if he decides to continue overlaying, when nuclear density results are below the required minimum compaction.
- 1.7.3.19 No existing survey data, no proposed horizontal and vertical control, and top of curb and centerline elevations are provided to the Contractor as part of this project. The Contractor may use the services if a professional surveyor, if he/she wishes so, to provide all pertinent data at Contractor's cost.
- 1.7.3.20 The approximate location of existing utilities is given for reference only. The Contractor shall be responsible for verifying the location and elevation of all utilities in the construction area. Conflicts that result due to negligence by the Contractor to locate horizontally and vertically existing utilities, which are shown

on the construction drawings or which the contractor has been given notice or has knowledge of, shall be the sole responsibility of the contractor.

- 1.7.3.21 The Contractor shall be responsible for damage to fences, concrete, driveway, curbing and other structures in or adjacent to the right-of-way.
- 1.7.3.22 The Contractor shall be required to overlay to existing asphaltic concrete limits only.
- 1.7.3.23 The "Scope of Work" and "Street Location Map" sheets will be provided during construction by the SDD personnel.
- 1.7.3.24 The Contractor is responsible for the repair of any base failures encountered during the overlay process.
- 1.7.3.25 Any manhole located in the path of proposed pavement must have its rim adjusted to the new pavement level. No manhole top shall be paved over.
- 1.7.3.26 The Downtown Street Work shall be scheduled for week night work from 7:00 PM and ends 5:00 AM and weekends from 7:00 PM Friday and ends 5:00 AM Monday. Downtown is defined as the Major Business Area located within Key Map Grids 493L, M, and Q and bounded by IH-10 to the North, IH-45 to the west and south, and US-59 to the east. This is a generic street overlay project. The actual streets that will be overlaid will be determined after awarding the contract.
- 1.7.3.27 Major thoroughfare work shall be scheduled for daytime between the hours of 9:00 AM and 4:00 PM weekdays, on daytime weekends (9:00 AM to 4:00 PM), and/or night time work (5:00 PM to 7:00 AM) as directed by the City in writing. If directed by the SDD Project Mgr. to place asphalt at night, the Contract "Fees and Costs" Schedule Item entitled "Premium Cost for Night Work, Asphalt Type B and Type D" shall be used to pay for additional cost incurred by the Contractor to place asphalt per ton at night.
- 1.7.3.28 The Contractor will not be able to close the street, the Contractor will need to clean the area before it leaves the area and/or street so that there is no debris left behind.
- 1.7.3.29 Prior to overlay, the Contractor shall be required to clear and remove trash and debris in the area of the requested work area. This material becomes the property of the Contractor to be legally disposed of in an approved manner at no additional cost to the City.
- 1.7.3.30 The Contractor shall be required to use the Storm Water Pollution Prevention Plan and the Traffic Control Plan for the major thoroughfares.
- 1.7.3.31 The Contractor shall be required to leave the street in a satisfactory condition for traffic at the end of each work period as directed by the field inspector. Traffic markings shall be in place prior to opening to traffic.
- 1.7.3.32 After milling, The Contractor shall be required to properly taper with asphalt all exposed elevated manhole utility covers to insure that traffic can maneuver over them without damage to vehicles. A damage vehicle cost claim sustained by these elevated tapered manhole covers shall be the responsibility of the

Contractor.

1.7.4 Drainage Notes:

- 1.7.4.1 The Contractor will be required to maintain the same width of the road and shoulders as prior to milling unless directed differently by the Project Manager in writing.
- 1.7.4.2 The Contractor shall protect all trees along the right-of-way line and the adjacent 5 feet outside the right-of-way at no additional cost to the City.
- 1.7.4.3 The Contractor shall be required to return the construction site to the original or better condition at no additional cost to the City.

2.0 PRICE ADJUSTMENT:

2.1 Producer Price Index (PPI)

Price adjustments will be based on the Producer Price Index for Asphalt Paving and Roofing Materials (Group), Asphalt Paving (Item), Series ID PCU32412 as published by the U.S. Department of Labor, Bureau of Labor Statistics.

2.2 Adjustment Frequency

A price adjustment review will be conducted **annually**. If the PPI changed up or down compared to the twelve months prior, an adjustment will be done. The price adjustment will become effective on the 10th of the month.

REVISED GENERAL TERMS AND CONDITIONS FOR ASPHALTIC PAVEMENT

2.3 Methodology

2.3.1 Formula:

Price adjustments shall be calculated by applying the simple percentage method to the PPI data. This method is defined as dividing the index value at the time of the calculation by the index value of the base period (**one year earlier**), then multiplying the percentage by the base price.

Example

Award date: February 15, 2012

Bid Price: \$40.00

PPI for February 2012: 252.1

PPI for February 2013: 257.6

First price adjustment: March 10th 2013

Calculation: $(\text{PPI } 02/13 - \text{PPI } 02/12) / \text{PPI } 02/12 = \text{Percentage of Increase}$

$\text{Old Price} * 1 * \text{Percentage of Increase} = \text{New Price}$

$(257.6 - 252.1) / 252.1 = .0218$

$\$40.00 * 1 * .0218 = \40.87

2.4 Adjustment Request

The supplier will notify the City of Houston in writing **annually** the changes in the PPI. The supplier must either state that there were no changes in the PPI and no price adjustment will be requested/implemented at this time, or the supplier will use the formula referenced in Sub-section 3.3.1 to calculate the new price. The supplier's price adjustment notification, accompanied by the applicable PPI data, must be sent to the following address:

City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251

2.4.1 If the City Purchasing Agent approves the price adjustment request, the supplier will be notified in writing of such approval.

2.4.2 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid law, the City may then purchase the item from the lower price source without any obligation to the Supplier.

3.0 MEASUREMENT AND PAYMENT:

3.1 Payment shall be made at the unit price bid item in accordance to Exhibit "H", entitled Fees and Costs.

4.0 TOLERANCES:

4.1 The completed pavement will be checked longitudinally and transversely for smoothness. All humps and/or depressions exceeding the specified dimensions shall be corrected. The Contractor shall be required to correct all defective work and shall be required to remove and replace with new materials at no additional cost to the City.

4.2 The Contractor shall be required to perform asphaltic pavement repair shall be when the ambient temperature is greater than 40 degrees Fahrenheit.

4.3 The Contractor shall be required to warrant all work rendered by a minimum of one calendar year from the date the work was accepted on each job.

5.0 WORK SCHEDULE, SAFETY, FACILITY SECURITY AND TRAFFIC CONTROL:

5.1 All work shall be performed between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by the City Council not included)

5.2 The Contractor shall be responsible for ensuring a safe work environment in accordance with rules and regulations of O.S.H.A., T.C.E.Q. and other governmental agencies for all persons entering the work area, i.e., traffic cones or traffic signs for street construction and others applicable. (See *Bid Line Item No. 2 on the Electronic Bid Form.*)

5.3 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plates shall be placed to establish a secure area at no expense to the City.

5.4 The cost for all safety equipment associated/used for the project must be included in the unit price for the specified work.

5.5 TRAFFIC CONTROL

5.5.1 Traffic control labor, materials and devices for the work specified in this contract shall be the responsibility of the Contractor. Traffic controls will be utilized to provide

a safe work place and maintain quality work procedures. All traffic control devices, methods, and layouts must comply with the City of Houston standards. Specification No. 01555 Traffic Control and Regulation can be viewed at the website below.

<http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>

5.5.2 Traffic Control – Contractor Furnished (Separate Bid Item): Traffic control on two-lane type (non-divided) highways. The contractor shall supply and be responsible for all labor including a competent and certified flagger, equipment, signs, sign supports, cones and any other materials necessary. All temporary traffic control devices and flagger control shall conform to the current addition of the Manual of Uniform Traffic Control Devices, pages 531 through 546.

5.5.3 Flagmen must be certified by Metropolitan Transit Authority of Harris County, Texas (METRO). Flagmen shall wear safety apparel and be equipped with devices as prescribed in section 6E01 and section 6E02. Flagging procedures shall be in accordance with section 6E04. Flagging stations shall be located such that approaching road users will have sufficient distance to stop at an intended stopping point and as further described in section 6E05. Flagmen shall be dedicated to traffic control duties only. If relief for the flagger is required, another person shall assume the duties and responsibilities until the flagger returns.

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

6.0 COMPLETION OF WORK ORDERS:

6.1 The Contractor shall notify the SDD representative and/or Contract Technical Representative (CTR) before the initiation of the project.

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

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

6.2 Any extension of the original completion date requires prior approval, in writing, from the SDD and/or CTR representative.

6.3 Any deficiency listed by the City representative shall be corrected by the Contractor before final acceptance of the work (work order) is granted and the invoices are approved for payment.

7.0 LIABILITY:

7.1 All work shall be accomplished in such a manner as to prevent damage to the City of Houston facilities, equipment, roads, grounds, utilities, processes, etc. or to any private property to include but not limited to driveways, sidewalks, curbs, gutters, vehicles, mailboxes, or to any other existing utilities.

7.2 The Contractor shall be liable for any damage to electrical, water, gas, etc. which occurs during the performance of work under this contract.

7.3 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 within 24 hours.

7.3.1 The restoration, repair or replacement shall be to a state that it had been before the damage occurred without additional charge to the City of Houston.

7.4 No additional compensation for repairs will be allowed.

7.5 If necessary, actual costs of repairs, or replacement, may be withheld from contract payment by the City of Houston or the Contractor may issue a credit payment to the City.

8.0 SEQUENCE OF WORK ORDER EXECUTION:

8.1 The Contractor must respond with its overlay cost quotation within three (3) working days after receiving the cost estimation from the department. The Contractor's quotation must include a breakdown for 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 the contract "Fees and Costs" schedule.

8.2 If the Contractor's overlay cost quotation is acceptable, the SDD Representative and/or CTR will issue a Work Order authorizing the Contractor to perform work at the specified site.

8.2.1 The Contractor shall not commence work on the project until the SDD has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to mobilization to the site.

8.3 The Contractor must start the overlay work within the agreed time accepted after the Work Order is issued. However, the Contractor agrees to start a specified construction work within five (5) working days or less if an emergency condition exists.

8.3.1 The Contractor shall be required to have a weekly progress meeting with the CTR or its representative to discuss schedule updates.

8.4 Existing utilities

8.4.1 It is the responsibility of the Contractor to contact all utility companies to field mark their underground lines in the area of the proposed overlay work prior to construction.

9.0 PERFORMANCE BOND AND PAYMENT BOND:

The Contractor(s) shall be required to provide a Performance and Payment Bond **in the amount of the Estimated Expenditure (\$4,000,000.00) per Contract Year** 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.

10.0 MAINTENANCE BOND:

The Contractor shall furnish a Maintenance Bond **in the amount of the Estimated Expenditure (\$4,000,000.00) per Contract Year** in the form required by the City (samples attached). One bond,

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

11.0 MWBE COMPLIANCE:

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **12% MBE and 7% WBE** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D".

12.0 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.

13.0 GENERAL CONDITIONS:

13.1 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.

13.2 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.

14.0 POST AWARD MEETING:

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

15.0 CONTRACT COMPLIANCE:

- 15.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.
- 15.2 Monitoring may take the form of, but not necessarily limited to:
 - 15.2.1 Site visits
 - 15.2.2 Review of deliveries received for accuracy and timeliness
 - 15.2.3 Review of contractor's invoices for accuracy
- 15.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section

16.0 ADDITIONS & DELETIONS:

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

17.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 17.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Asphaltic Pavement Overlay 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.

18.0 INTERLOCAL AGREEMENT:

- 18.1 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.

19.0 WARRANTY OF SERVICES:

- 19.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the Street and Drainage Division (SDD) Representative and/or CTR by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- 19.2 "Correction" as used in this clause, means the elimination of a defect.
- 19.3 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.

- 19.4 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.
- 19.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

TECHNICAL SPECIFICATIONS

All Documents and Sections that are not visible in the Technical Specifications can be viewed from the following Public Works and Engineering web link:

<http://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html>

**PW&E POLICY AND PROCEDURES FOR CONTRACTORS
A PDF version of the PW&E Policy & Procedures for Contractors
can be viewed on the following web link**

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25103>

END OF SECTION

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.

**2014 Labor Classifications and Prevailing Wage Rates
For
Engineering Construction**

Refer to the following web link:

https://purchasing.houstontx.gov/bids/C25103/Construction_2014_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-C25103

The Project Title: Work Order Contract for Asphaltic Pavement Overlay 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 and shall continue for **one year thereafter, with three, 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 three 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 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 one year, 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 Fee Schedule for Asphaltic Pavement Overlay 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 Fee Schedule for Asphaltic Pavement Overlay 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.

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.
- 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
EXHIBIT *B-1	WAGE SCALE FOR ENGINEERING CONSTRUCTION
EXHIBIT *C	EQUAL EMPLOYMENT OPPORTUNITY
EXHIBIT *D	MWBE SUBCONTRACT TERMS
EXHIBIT *E	DRUG POLICY COMPLIANCE AGREEMENT
EXHIBIT *F	CERTIFICATION OF NO SAFETY IMPACT POSITIONS
EXHIBIT *G	DRUG POLICY COMPLIANCE DECLARATION
EXHIBIT *H	FEES 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 to the Contractor.

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

"Contract Term" is defined in Article IV.

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

"COR" is defined as the "Contracting Officer Representative." This individually is generally an Assistant Director and is authorized to start and request termination of the contract; approve payment of invoices; provide guidance to the CTR; and recommend a CTR and/or UDR to the COR.

"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" mean 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.

"Hazardous Materials" is defined in Article II (Environmental Laws).

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

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

EXHIBIT F

(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=C25103>

EXHIBIT N
CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800
(To be inserted by the City at the time of Contract execution)

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 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-C25103

ASPHALTIC PAVEMENT OVERLAY 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. 2014.

PRINCIPAL

By _____

By _____

Surety