



# CITY OF HOUSTON INVITATION TO BID

Issued: *January 2, 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, January 29, 2015** 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:

**WORK ORDER CONTRACT FOR FIBER REINFORCEMENT POLYMER PATCHING  
ON CONCRETE PAVEMENTS  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
BID INVITATION NO.: S50-C25249  
NIGP CODE: 913-71**

## **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](mailto: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 **10:00 AM on Wednesday, January 14, 2015**.

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



**WORK ORDER CONTRACT FOR FIBER REINFORCEMENT POLYMER PATCHING  
ON CONCRETE PAVEMENTS  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
BID INVITATION NO.: S50-C25249  
NIGP CODE: 913-71**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Work Order Contract for Fiber Reinforced Polymer Patching on Concrete Pavements Citywide for a three-year period with two, one-year option periods to extend for the Public Works and Engineering Department"**, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> 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 181<sup>st</sup> 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 (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

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

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Fiber Reinforced Polymer Patching on Concrete Pavements Citywide** for the City in accordance with attached Specifications.

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

**Additional Required Forms to be included with this Bid:**

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

<b>TABLE 1 - REQUIRED FORMS</b>
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:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
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](mailto:arturo.lopez@houstontx.gov) **no later than 4:00 PM, Monday, January 19, 2015.**
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.

**PROJECT BUDGET:**

Pursuant to City policy concerning the administration and control of project funds, the initial budget for this Project is established at **\$1,250,000.00** is defined in the contract as "Agreed Estimate". The Architect shall therefore endeavor to plan and design this project in such manner that the Architect's best professional estimate of probable Construction Cost, as defined in the Contract, does not exceed this amount. If at any time during the course of this Project, the Architect's estimate of Construction Cost, for all work designed and specified exceeds this amount, the Architect shall immediately notify the Director, may by written notice increase the Agreed Estimate up to an amount not to exceed the Maximum Total Construction Cost, or any revision thereof, or obtain an agreed upon reduction in the Project scope. For any budget revision there shall be no increase in the Architect's fee.

**PRICING ADJUSTMENTS:**

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

**PERMITS:**

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

**CITY BUILDING CODES:**

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

**BID BOND:**

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the Total Bid Amount. 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 (5<sup>th</sup>) 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](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=C25249>**





**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: \_\_\_\_\_

00471-10  
 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 #:** \_\_\_\_\_

<b>Department Approved MWSBE Goals</b>	<b>SBE</b> %	<b>MBE</b> %	<b>WBE</b> %	<b>Total</b> %
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<b>Bidder's Proposed MWSBE Goals</b>	<b>SBE</b> %	<b>MBE</b> %	<b>WBE</b> %	<b>Total</b> %
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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: _____

00472-12  
 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 to provide fiber reinforced polymer patching on concrete pavements** that are similar in size and scope to this contract. **Bidder must have references documenting that it has performed fiber reinforced polymer patching on concrete pavements.** 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**  
**FOR**  
**FIBER REINFORCEMENT POLYMER PATCHING ON CONCRETE PAVEMENTS**

**PART ONE – SCOPE OF WORK**

**1.0 PROJECT GENERAL:**

1.1 The Contractor shall be required to provide all labor, materials, equipment, safety, insurance, transportation, and permits necessary to perform all operations in connection with repair spalled areas, potholes, and joints, and large cracks (> 1” wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates, and surface course aggregates as specified below. Cracks and joints to be filled will be designated by the City of Houston’s Public Works and Engineering Department’s Street & Drainage Division (SDD) representative(s).

**2.0 WORK SCHEDULE, SAFETY, FACILITY SECURITY AND TRAFFIC CONTROL:**

2.1 All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by City Council not included.)

2.2 No work will be done at night.

2.3 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.

2.4 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plate shall be left in place.

2.5 All safety equipment used for the Project will be incidental to the unit price of the specified work.

2.6 TRAFFIC CONTROL:

2.6.1 Traffic control for the work contained in this contract shall be the responsibility of the Contractor. All traffic control and protection; including **but not limited** to placement, removal, material, labor and devices shall be as needed and provided by the Contractor (i.e. barricades, competent flagman, etc.). 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.

2.6.2 Traffic Control – The Contractor shall be responsible for traffic control on two-lane type (non-divided) highways. The Contractor shall supply and be responsible for all labor including traffic person, 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.

2.6.3 Certified Flagman: A person who receives compensation as a flagman and who meets the following qualifications and requirements:

2.6.3.1 Formally trained and certified in traffic control procedures through any state or local agency.

(See the link below for flagger training and certification requirements)

[http://www.workzonesafety.org/training/flagger\\_training](http://www.workzonesafety.org/training/flagger_training)

- 2.6.3.2 Required to wear a distinctive uniform, bright-colored vest, and be equipped with appropriate flagging and communication devices.
- 2.6.3.3 English speaking, with Spanish as an advantageous, but not required, primary or secondary language.
- 2.6.3.4 Required to carry proof of training I certification, such as photographic identification card issued by the training institute, to allow the City Engineer to easily determine that necessary full-time traffic control is actually provided, when and where construction work encroaches upon traffic lanes.
- 2.6.3.5 If relief for the flagger is required, another person shall assume the duties and responsibilities until the flagger returns.

### **3.0 COMPLETION OF WORK ORDERS:**

- 3.1 The Contractor shall be required to notify the City of Houston (COH) Streets and Drainage Division (SDD) Contract Technical Representative (CTR) ***in writing***, before the initiation of a project work order.
  - 3.1.1 City personnel shall be authorized to observe all materials and work performed.
  - 3.1.2 Such observation will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of these specifications.
- 3.2 All **assigned** work shall be completed within the time and procedure schedule as specified in the Purchase Order (twenty-one (21) days).
- 3.3 Any extension of the original completion date must be with the prior approval of the COH, SDD Representative CTR.
- 3.4 Any deficiency listed by the City representative shall be corrected before final acceptance of the work for each work order is granted and invoicing is approved for payment.

### **4.0 CITY-FURNISHED PRODUCTS:**

- 4.1 No items will be furnished by the City

### **5.0 PRICE ADJUSTMENTS:**

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

### **6.0 INVOICES:**

- 6.1 The Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the Contract periods. Each invoice shall detail the following information:

- 6.1.1 City Contract number and work order number with authorized signature.
- 6.1.2 Detailed description of services rendered, street address (es), and dates of service.
- 6.1.3 Total invoice costs.
- 6.1.4 Unit prices (cubic feet) shall be easily identified against the quoted contract pricing.
- 6.1.5 Mail invoices to the following Departments:

City of Houston  
**Public Works & Engineering Department**  
**Accounts Payable – Service Contracts**  
**Attn: Craig Foster**  
**P.O. Box 61449**  
**Houston, Texas 77208-1449**

**7.0 WARRANTY:**

- 7.1 The Contractor shall warrant all work rendered by a minimum of 1 calendar year from the date the work is accepted for each job location.

**8.0 PERFORMANCE BOND AND PAYMENT BOND:**

The Contractor(s) shall be required to provide a Performance and Payment Bond **in the amount of (100%) of the annual Contract amount** if the award is in excess of \$25,000.00. The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as “Principal”) and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

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

**9.0 MAINTENANCE BOND:**

The Contractor shall furnish a Maintenance Bond **in the amount of (100%) of the annual Contract amount** in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor’s repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the “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.

**10.0 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".

**11.0 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.

**12.0 GENERAL CONDITIONS:**

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

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

**13.0 POST AWARD MEETING:**

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

**14.0 CONTRACT COMPLIANCE:**

14.1 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.

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

14.2.1 Site visits

14.2.2 Review of deliveries received for accuracy and timeliness

14.2.3 Review of contractor's invoices for accuracy

14.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section

**15.0 ADDITIONS & DELETIONS:**

15.1 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.

**16.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

16.1 The estimated quantities for fiber reinforced polymer patching on concrete pavements specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of 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.

**17.0 INTERLOCAL AGREEMENT:**

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

**18.0 WARRANTY OF SERVICES:**

18.1 *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.

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

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

18.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

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

## **PART TWO – TECHNICAL SPECIFICATIONS**

### **1.0 MATERIAL DESCRIPTION:**

- 1.1 Repair spalled areas, joints, and large cracks (> 1” wide) on concrete pavements using a fiber reinforced polymer patching material, bulking aggregates and surface course aggregates as specified below in accordance with (TX Dot Specification No. 7622).
- 1.2 For the purposes of this specification, the following definitions apply:
  - Binder—the thermal setting material that is the basis of the patching material including any fillers, fibers, or other components are added.
  - Patching material—the binder and other additives, mixed together, and in the form that will be applied to the patch, not including bulking aggregate or final surface aggregate.
  - Bulking aggregate—additional aggregate applied to the patch after the patching material has been applied.

### **2.0 MATERIALS:**

- 2.1 Provide a hot applied patching material consisting of a combination of binder, polymers, graded fillers, aggregates, fibers, and rubber that once heated provides an impermeable, voidless solid mass at ambient temperatures. Formulate the patching material according to climatic conditions to provide a durable pavement repair with good fluidity at process temperature, low temperature flexibility, and ambient temperature flow resistance.
- 2.2 The binder shall be pentaerythritol rosin based. The patching material must meet the following requirements:
- 2.3 The binder may be liquid asphalt or polymer based, unless otherwise restricted by the specifications and may be provided separately or premixed with the other components of the patching material. The patching material must meet the following requirements.

#### **Patching Material Properties**

##### **Property Test Method Requirement**

Resilience Tex-547-C 50% minimum

Tensile Strain to Failure Tex-548-C 20% minimum

Tensile Stress at Failure Tex-548-C 50 psi minimum

Cone Flow Tex-549-C 12% maximum (asphalt based); 4% maximum (polymer based)

Flexibility Tex-550-C pass - (No evidence of cracking of the sample)

Settlement Tex-551-C 3 mm, maximum

- 2.3.1 **Sampling and Testing:** Provide material that has been preapproved by the COH's Construction Division, Maintenance Division, or Materials and Testing Division. Submit blended samples of patching material for preapproval or for field evaluation.
- 2.3.2 **Bulking Aggregate:** Provide single sized bulking aggregate consisting of a crushed, double washed, and dried granite. The size shall be from 5/8” to 7/8” inches determined through sieve analysis.
- 2.3.3 **Final Surface Aggregate:** Provide final surface aggregate consisting of a crushed, double washed, and dried aggregate.

### **3.0 CONSTRUCTION:**

- 3.1 Place the patching material installation to encompass the damaged or spalled areas as shown on the plans, with adjustments to the depth and width of the repairs as directed. Application equipment shall be certified by the material manufacturer. Remove all loose and damaged material from the repair area, either by saw cutting around the area and using a jackhammer to remove material, or by using a milling machine, as directed. Remove material from the repair area to a depth and width necessary to provide sound pavement that will allow proper seating of the patching material.
- 3.2 If using a jackhammer, use an approved jackhammer capable of performing the required removal of the existing material without further damaging the surrounding pavement.
- 3.3 Use a jackhammer no larger than 30 pounds unless approved by the City Engineer.
- 3.4 Thoroughly clean and dry substrate faces using a hot-compressed air lance.
- 3.5 For concrete pavement, prime the area using a primer determined by the manufacturer to prevent moisture intrusion.
- 3.6 Mix and heat the patching material to 300 F – 350 F on site in a horizontal mixing unit equipped with electronically controlled thermostats. Heat the bulking and final surface aggregates to ensure they are dry and free of any dust using a vented barrel mixer to 300°F or other approved method.
- 3.7 Apply the patching material to the repair area. If the repair area is deeper than 1 in., add bulking aggregate at a rate of 20%–30% by volume. Use other lift thicknesses as directed.
- 3.8 Install additional patching material and bulking aggregate in 1 - 2 in. lifts until the repair is level with the existing pavement.
- 3.9 Apply a final coat of the heated patching material to level the repair area.
- 3.10 Dress the surface of the patch with heated surface aggregate. Perform this operation while the patch is still hot.
- 3.11 Sweep the area and remove all debris from the site. Do not allow traffic over the material until after it has cooled to the point that it does not permanently deform under pressure, as recommended by the manufacturer or as directed.

### **4.0 BASIS OF PAYMENTS:**

- 4.1 Payment for the work shall be determined by field measurements of work completed on an as needed bases.
- 4.2 ***This item will be paid by the cubic foot.*** This price is full compensation for furnishing materials, including bulking and final surface aggregates, patching material binder and primer; heating and mixing; removal and disposal of existing pavement material; placing and finishing; labor, equipment, tools and incidentals.

**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=C25249>

**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/C25249/Construction\\_2014\\_Engineering\\_Wage\\_Rate.pdf](https://purchasing.houstontx.gov/bids/C25249/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-C25249

**The Project Title:** Work Order Contract for Fiber Reinforced Polymer Patching on Concrete Pavements 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 **three years thereafter, with two, additional option years**. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

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

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

2.4 The Contract Term shall not exceed three years, except as otherwise provided herein. During this time, City from time-to-time may issue Work Orders specifying the Work to be completed

and Contract Time within which Contractor must achieve Substantial Completion.

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

### **ARTICLE 3**

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

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

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

**\$ \_\_\_\_\_**

- 3.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.6 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contract Price to the Contractor in current funds for the Contractor's performance of the Work, as provided in the Work Order.

- 3.7 The Contract Amount, for those unit price items of Work listed in Exhibit "H", entitled Fees and Costs Schedule for Fiber Reinforced Polymer Patching on Concrete Pavements 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.

#### **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 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 Contract 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=C25249>**

**EXHIBIT N**  
**CITY OF HOUSTON SUPPLEMENTAL CONDITIONS DOCUMENT 00800**

**ARTICLE 1 - GENERAL PROVISIONS:**

- 1.1            *DEFINITIONS: Insert the following Paragraph 1.1.9.1, and 1.1.23, and reorder the remaining definitions accordingly.*
- 1.1.9.1        The firm of **N/A** has been employed by the City as Construction Manager for the Work.
- 1.1.23        *Good Faith Efforts.* Steps taken to achieve an MBE, WBE, SBE, or PDBE goal or other requirements which, by their scope, intensity, and usefulness, demonstrate the bidders responsiveness to fulfill the business opportunity objective, as well as the Contractor's responsibility to put forth measures to meet or exceed the MBE, WBE, SBE, or PDBE goal (Contract Goal), These steps apply from before a contract's award, through its duration, and after its conclusion, in the event the Contractor has been unsuccessful in meeting the Contract Goal. These efforts are required whether a Goal Oriented Contract or a Regulated Contract, as defined in the Office of Business Opportunity's Policy & Procedures Manual, available at <http://www.houstontx.gov/obo>.

**ARTICLE 3 - THE CONTRACTOR:**

- 3.5            *LABOR: Insert the following Paragraphs, 3.5.3.1.1 and 3.5.3.1.2.*
- 3.5.3.1.1     If the Original Contract Price is greater than One Million Dollars, Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows;
- .1            the MBE goal **is 12% percent**,
- .2            the WBE goal **is 7% percent**, and
- .3            the PDBE goal **is 0% percent**.
- .4            The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.

- 3.5.3.1.2 The MBE, WBE, PDBE, and SBE goals are specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.
- 3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

**ARTICLE 8-TIME:**

8.1 *PROGRESS AND COMPLETION:*

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

**ARTICLE 9 - PAYMENTS AND COMPLETION:**

- 9.1 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:

- 9.12.1.1 The amount of liquidated damages payable by Contractor or Surety for each and every day of delay beyond Contract Time, are «Liquidated Damages» \$1,200.00 per day.

**END OF DOCUMENT**

00800-2

08-01-2013

**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-C25249**

**Fiber Reinforced Polymer Patching on Concrete Pavements**

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