



CITY OF HOUSTON

INVITATION TO BID

Issued: *July 17, 2015*

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, August 13, 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 A.M. on that date for the purchase of:

REMOVE, DISPOSE, FURNISH AND INSTALL EXTERNAL LIGHT FIXTURES AND ASSOCIATED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

Bid No. S50-C25484

NIGP Codes: 285-56

Buyer:

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

Electronic Bidding:

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

Prebid Conference and Site Visit:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room #2, City Hall, 901 Bagby, at **11:00 a.m. on Wednesday, July 29, 2015**. ***The site visit will be scheduled at the pre-bid conference.***

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

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

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

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

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

***CONTENTS:**

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

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

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

SECTION A



FORMAL ONE-TIME BID

REMOVE, DISPOSE, FURNISH AND INSTALL EXTERNAL LIGHT FIXTURES AND ASSOCIATED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

**Bid No. S50-C25484
NIGP Codes: 285-56**

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

The undersigned hereby offers to provide services necessary to **Remove, and Properly Dispose of Existing External Light Fixtures and Furnish and Install New External Light Fixtures at Sims South Wastewater Treatment Plant, located at 1100 Old Galveston Road, Houston, TX 77017 and Sims Bayou Wastewater Treatment Plant, located at 9500 Lawndale Street, Houston, TX 77017, for the Department of Public Works and Engineering.** F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

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

SECTION A

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

Additional Required Forms to be Included with this bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Pay or Play Contract Compliance Acknowledgement Form 1a
Contractor References
10% Bid Bond

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00 / Insurance Endorsements
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Performance, Maintenance and Statutory Payment Bonds
2015 City of Houston Engineering Wage Decision

Notes:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than **4:00 PM, Monday, August 3, 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.

PROJECT BUDGET:

Pursuant to City policy concerning the administration and control of project funds, the initial budget for this Project is established at **\$189,000.00** 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.

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 bidder shall be required to provide and submit with its 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.

PERFORMANCE AND PAYMENT BONDS:

The successful Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of the Contract, if the award is in excess of \$25,000.00.

The Performance and Payment Bonds 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 Payment Bonds as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

MAINTENANCE BOND:

The Contractor shall furnish a maintenance bond in the total (100%) bid amount in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such

work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or its designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has performed satisfactorily, services similar to the services specified herein. The bidder will provide records of warranty and repair services performed for others upon request. The City of Houston shall be the sole judge whether the services performed are similar to the scope of services specified herein.

SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf 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.

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 ***remove and dispose of existing exterior light fixtures and furnish and install new external light fixtures*** that are similar in size and scope to this project. **Bidder must have references documenting that it has removed, disposed, furnished and installed new external light fixtures that is similar in size and scope to this construction project.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____

Phone: _____ Email: _____
No. of Years providing Service to this business: _____

2. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____

Phone: _____ Email: _____
No. of Years providing Service to this business: _____

3. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____

Phone: _____ Email: _____
No. of Years providing Service to this business: _____

4. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____

Phone: _____ Email: _____
No. of Years providing Service to this business: _____

5. Business Name: _____
Business Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____

Phone: _____ Email: _____
No. of Years providing Service to this business: _____

**SECTION B
SCOPE OF WORK**

**REMOVE, DISPOSE, FURNISH AND INSTALL EXTERNAL LIGHT FIXTURES
AND ASSOCIATED EQUIPMENT**

PART ONE – GENERAL:

1.0 General Summary:

1.1 The Contractor shall be required to remove and properly dispose of the existing 131, 400W GE Metal Halide external light fixtures, located at the Sims South Wastewater Treatment Plant (WWTP), 3100 Old Galveston Road, Houston, Texas 77017 and 49, 400W GE Metal Halide external light fixtures, located at the Sims Bayou WWTP, 9500 Lawndale Street, Houston Texas, 77017. The Contractor shall also be required furnish and install 131, new 150W Phillips LED Fixtures with photo cell control external light fixtures and 49, new 150W Phillips LED Fixtures with photo cell control external light fixtures at the aforementioned locations. The installation shall be in strict accordance with the technical specifications and electrical drawings stated/referenced herein.

1.1.1 The Contractor shall be required to provide a Field Audit of the existing system.

1.2 Performance Time:

1.2.1 The Contractor shall have **90 calendar days** to order all supplies/equipment and complete all the work associated with and required by the contract after receipt of the written Notice to Proceed from the City.

1.3 Warranty:

1.3.1 The Contractor shall warranty all equipment, labor, materials and workmanship for **five years**. The first-year, is per the standard contract warranty language in the attached, Document 00700, "General Conditions". The additional warranty for four-years and the option for the City of Houston to purchase an extended warranty shall be priced in the appropriate bid line items.

2.0 SPECIFIED EQUIPMENT OR EQUIVALENT:

2.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

2.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

DETERMINATION AS TO WHETHER THE ITEM (S) BID IS (ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

3.0 BRAND NAME OR TRADE NAME:

- 3.1 Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractors/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

END OF SECTION

PART TWO - TECHNICAL SPECIFICATIONS:

1.0 GENERAL:

1.1 PROJECT SCOPE:

1.1.1 Requirements for Providing LED Street Lighting at City of Houston Wastewater Treatment Plant

1.2 GENERAL:

1.2.1 The specifications herein state the minimum requirements of the City of Houston. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The CITY may consider as "irregular" or "non-responsive", any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the City of Houston to make a reasonable determination of compliance to the specification. It shall be the bidder's responsibility to carefully examine each item of the specification, failure to offer a completed bid or failure to respond to each section of the technical specification (exception yes or no) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions, and/or deviations shall be fully described in the appropriate section; deceit in responding to the specification will be cause for rejection.

1.2.2 EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make and model that is equal to or superior to Lumark Navion NAV-AE-04-E-480-T3-10K-PER-AP-OA/RA1027, as interpreted by the City of Houston. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence, but will require an explanation at each deviation or substitution.

1.2.3 INTERPRETATIONS: In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for each a consideration shall be made in writing to the City of Houston. Based upon such inquiry, the City of Houston may choose to issue an Addendum in accordance with Local Public Contract Laws.

1.2.4 GENERAL SPECIFICATIONS: Units described shall be new, unused and of the current year's production. Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified herein. All bidders must have demonstrated the unit they are bidding prior to bid date.

1.2.5 Bidders, on request of the City of Houston, must be prepared to review their specifications with the City of Houston and must, if requested. These services, if needed are considered as part of

the bidder's proposal and will be provided without cost or obligation to the City of Houston.

1.3 DESIGN REQUIREMENTS:

- 1.3.1 The light fixture must have a heavy-duty cast aluminum housing and door with extruded aluminum heat sink. Tool-less entry, hinged removable power tray door. LED drivers shall be mounted to die-cast aluminum door.
- 1.3.2 The light fixture must have 3G vibration rating.
- 1.3.3 The housing and cast parts must be finished in five stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness.
- 1.3.4 The mast arm mounting must be four-bolt/two bracket slip-fitted with cast-in pipe stop and built-in incremental 2.5 degree leveling steps. The light fixture must have fixed in place bird guard to seal around 1-1/4" OR 2" mounting arms.
- 1.3.5 The light fixture must have 10kV common and differential mode surge protection.
- 1.3.6 The light fixture must be rated for ambient temperatures from -40 degree C to 40 degree C.
- 1.3.7 The light fixture must be 4000K CCT and a minimum 70 CRI.
- 1.3.8 The light fixture must be Design Lights Consortium Qualified.
- 1.3.9 The light fixture must have a factory installed NEMA twist-lock photo control receptacle. A NEMA photo control must be installed on each fixture.

1.4 TOOLS AND SPARE PARTS:

- 1.4.1 The Contractor shall be required to provide the City of Houston four, (4) Operations and Maintenance manuals.

**A PDF version of the Electrical Fixture Specification Sheet
can be viewed on the following web link**

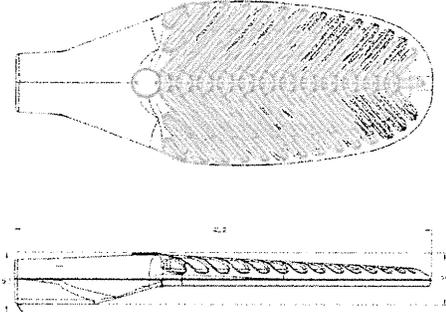
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25484>

END OF SECTION

ELECTRICAL SPECIFICATION SHEET

RX2 LEDGINE (160 LED's) (RX2160) Specification Sheet

Project Name:	Location:	MFG: Philips Hadco
Fixture Type:	Catalog No.:	Qty:



Ordering Guide

Example: RX2160 A 2 W A 5 N N S N

Product Code	RX2160	RX2 LEDGINE (160 LED's)	
Finish	A	Black	
	B	White	
	H	Bronze	
	I	Gray	
Optics	2	Type II	
	3	Type III	
	4	Type IV	
	5	Type V	
Color Temperature	W	3000K	
	N	4000K	
	C	5700K	
Voltage	A	120-277 VAC	*1
	B	347-480 VAC	
Drive Current	5	530 mA	
Photo Control	N	None	
	R	Twist-lock Receptacle	
Dimming Control	N	None	
	DA	4 Hrs 25% Reduction	*1,2
	DB	4 Hrs 50% Reduction	*1,2
	DC	4 Hrs 75% Reduction	*1,2
	DD	6 Hrs 25% Reduction	*1,2
	DE	6 Hrs 50% Reduction	*1,2
	DF	6 Hrs 75% Reduction	*1,2
	DG	8 Hrs 25% Reduction	*1,2
	DH	8 Hrs 50% Reduction	*1,2
	DJ	8 Hrs 75% Reduction	*1,2
	DZ	Custom Dimming Schedule	*1,3
W	Wireless Controls	*4	
Surge Suppression	S	Standard Built In <3kV	
	A	Additional 10kV/10kA	
House Side Shield	N	None	
	H	House Side Shield	

*1 Dynadimmer Dimming Control (DA-DZ) only available with 120-277 VAC.
 *2 (DA-DJ) Dimming - Percentage is reduction of energy.
 *3 (DZ) Custom Dimming Schedule (0-10V) - Consult factory.
 *4 (W) Wireless Controls - Consult factory.

Specifications

TOTAL PHILIPS HADCO SYSTEM:

Total end-to-end, vertically integrated Philips Hadco System – Philips Lumileds LEDs, Philips LEDGINE LED platform, Philips Lighting Electronics Advance driver, integral Philips dimming / controls, Philips Hadco luminaire. Our comprehensive extended warranty covers the entire luminaire as shipped from factory.

APPLICATIONS:

The RX2 is the perfect LED solution for roadway lighting and is the ideal luminaire for both new and retrofit installations. Other application locations include: residential streets, city streets, campuses and parking lots. The performance, energy savings, and uniformity of this luminaire allow for it to be a one to one replacement for standard HID cobra-head style luminaires.

CONSTRUCTION:

The housing is constructed of low copper die-cast aluminum with a traditional cobra-head style, low profile and EPA. The housing is a unique thermal dissipating design with wide angular channels that allow for natural removal of dirt and debris. Two tool-less clips allow for access to the driver and wiring compartment; the hinged door opens downward and is removable for serviceability and upgradability, and it includes a safety feature to prevent accidental disengagement. The Philips LEDGINE LED platform has precision designed, injection molded optic plates behind a single tempered glass lens. The lens and lens frame gaskets are robotically applied. Fasteners are made of stainless steel. Internal labeling in accordance with ANSI C136.37.

ELECTRICAL ASSEMBLY:

A large terminal block is directly in line with incoming power wires and accepts up to 4 gauge wire. Grounding is provided and all internal components assembled and prewired.

ISO 9001:2008 Registered

Page 1 of 2



Note: Philips reserves the right to modify the above details to reflect changes in the cost of materials and/or production and/or design without prior notice.
 100 Craftway Drive, Littlestown, PA 17340 | P: +1-717-359-7131 F: +1-717-359-9289 | <http://www.hadco.com/> | Copyright 2013 Philips
 HW1

A PDF version of the Electrical Fixture Specification Sheet
 can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25484>

SECTION C

2015 CITY OF HOUSTON ENGINEERING WAGE DECISION

A PDF version of the 2015 City of Houston Engineering Wage
can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25484>

GENERAL CONDITIONS

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

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C25484>

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2015 edition of General Conditions.
Unaltered portions of General Conditions remain in effect.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

- .1 the MBE goal is 0 percent, and*
- .2 the WBE goal is 0 percent.*

3.28 **CONTRACTOR DEBT**

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

ARTICLE 8 - TIME

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

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

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

9.12 LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$850.00 per day.

ARTICLE 11 - INSURANCE AND BONDS

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

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

11.2.8 *Endorsement of Primary Insurance:* Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

CITY OF HOUSTON -- BIDDER'S BOND

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

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY

THESE PRESENTS:

COUNTY OF HARRIS

§

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

The condition of this obligation is that: ---

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

Bid No. S50-C25484

Remove, Dispose, Furnish and Install External Light Fixtures

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. 2015.

PRINCIPAL

By _____

By _____

Surety

ONE-YEAR MAINTENANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

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

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

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

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

Legal Assistant

Date

PERFORMANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

out of Contractor's performance of the Contract.

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

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

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

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

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

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

REVIEWED:

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

Date

Paralegal

STATUTORY PAYMENT BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

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

Legal Assistant

Date