

Document 00910

ADDENDUM NO. 2

Date of Addendum: 06/24/2016

PROJECT NAME: FY2017 Ditches Rehab Work Orders#1

PROJECT NO: M-430003-0004-4

BID DATE: June 30, 2016 (There is no change to the Bid Date.)

FROM: Rod Pinheiro, P.E., CFM
City of Houston, Public Works and Engineering Department
Street and Drainage Division
611 Walker St, 20th Floor
Houston, Texas 77002
Attn: A.J. Kessinger, Project Manager

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.

CHANGES TO PROJECT MANUAL

SPECIFICATIONS

1. Document 00010 - AGREEMENT. **Remove this document in its entirety and replace with the attached revised Document.**
2. Document 00410A – BID FORM – PART A. **Remove this document in its entirety and replace with the attached revised Document.**
3. Document 00455 – AFFIDAVIT OF OWNERSHIP OR CONTROL. **Remove this document in its entirety and replace with the attached revised Document.**
4. Document 00520 – AGREEMENT. **Remove this document in its entirety and replace with the attached revised Document.**

5.Document 00110 – SUMMARY OF WORK. Remove this document in its entirety and replace with the attached revised Document.

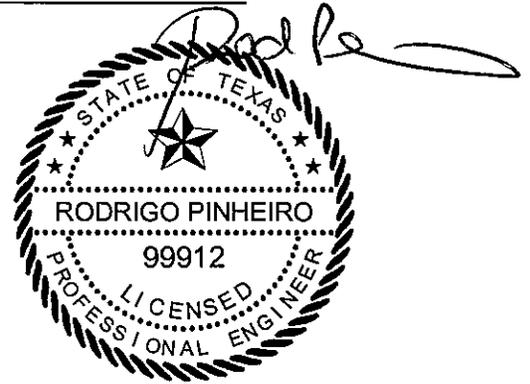
END OF ADDENDUM NO. 2



Rod Pinheiro, P.E., CFM
Assistant Director
Storm Water Maintenance Branch
Street and Drainage Division

DATED: 06-24-16

END OF DOCUMENT



Document 00911

NOTICE OF ADDENDUM NO. 2

Date of Addendum: 06/24/2016

PROJECT NAME: FY2017 Ditches Rehab Work Orders#1

PROJECT NO: M-430003-0004-4

BID DATE: June 30, 2016 (There is no change to the Bid Date.)

FROM: Rod Pinheiro, P.E., CFM
City of Houston, Public Works and Engineering Department
611 Walker Street, 20th Floor
Houston, Texas 77002
Attn: A.J. Kessinger, Project Manager

TO: Prospective Bidders

The referenced Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable.

Written questions regarding this Addendum may be submitted to the Project Manager following the procedures specified in Document 00200 – Instructions to Bidders. Immediately notify the City Engineer through the named Project Manager upon finding discrepancies or omissions in the Bid Documents.

This Addendum includes:

ADDENDUM SYNOPSIS

Changes to Project Manual

Document 00010 – TABLE OF CONTENTS

Document 00410A – BID FORM – PART A

Document 00455 – AFFIDAVIT OF OWNERSHIP OR CONTROL

Document 00520 – AGREEMENT

Document 00110 – SUMMARY OF WORK

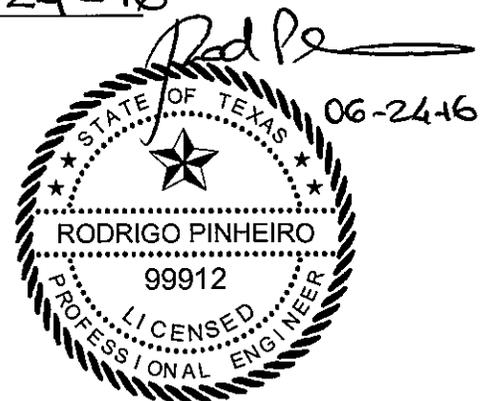


Rod Pinheiro, P.E., CFM
Assistant Director
Storm Water Maintenance Branch
Street and Drainage Division

DATED: 06-24-16

END OF DOCUMENT

00911-1
06-24-2016
ADDENDUM No. 2



Document 00010

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NOTE: Bold capitalized Specification Sections are included in the City of Houston Department of Public Works and Engineering Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, Street Paving, and Traffic located here: http://documents.publicworks.houstontx.gov/document-center/cat_view/88-engineering-and-construction/92-specifications/208-division-02-16-standard-specifications.html; and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Bidder and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Contractor during Bid, post-bid, or construction phase of the Project. Specification Sections marked with an asterisk (*) are amended by a supplemental specification, printed on blue paper and placed in front of the Specification it amends. Documents in the 200, 300 and 400 series of Division 00, except for Document 00410B – Bid Form, Part B, are not part of the Contract.

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
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END OF DOCUMENT

Document 00410A

BID FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston
City Hall Annex
900 Bagby Street
Houston, Texas 77002**

Project: FY2017 Ditch Rehab Work Orders #1

Project No.: WBS No. M-430003-0004-4

Bidder: _____
(Print or type full name of business entity, such as corporation, LLC, etc.)

1.0 OFFER

- A. Adjustment Factor:** Having examined all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the **Adjustment Factor shown on the signature page 00410B-3 of this Document.**
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 10 percent of the Total Bid Price subject to terms described in Document 00200 – Instructions to Bidders.
- C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- D. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- E. Bid Supplements:** The following documents are attached:
 - Security Deposit (*as defined in Document 00200 – Instructions to Bidders*)
 - Document 00450 - Bidder's Statement of MWSBE Status
 - Document 00452 - Contractor's Submission List - Fair Campaign Ordinance Form A
 - Document 00453 – Bidder's Statement of Residency (*not required for AIP funded project*)
 - Document 00454 - Affidavit of Non-interest
 - Document 00455 - Affidavit of Ownership or Control
 - Document 00456 - Bidder's Certificate of Compliance with Buy American Program (*required for AIP funded project*)
 - Document 00457 – Conflicts of Interest Questionnaire (CIQ)
 - Document 00458 - Bidder's Certificate Regarding Foreign Trade Restriction (*required for AIP funded project*)
 - Document 00459 - Contractor's Statement Regarding Previous Contracts Subject to EEO (*required for AIP funded project*)
 - Document 00460 – Pay or Play Acknowledgement Form (POP 1-A)

- [X] Document 00470 – Bidder’s MWSBE Participation Plan *(required unless no MWSBE participation goal is provided in Document 00800 (the “Goal”))*.
- [X] Document 00471 – Bidder’s Record of Good Faith Efforts *(required if the goal in Bidder’s Participation Plan–Document 00470 is lower than the Goal)*.
- [X] Document 00472 – Bidder’s Goal Deviation Request *(required if the goal in Bidder’s Participation Plan–Document 00470 is lower than the Goal)*.
- [X] Others as listed: Valid official letter from OBO with your designation as a City or Local Business (Bidder’s Participation Hire Houston First)

2.0 CONTRACT TIME

- A. If offer is accepted, Contractor shall achieve Date of Substantial Completion within 365 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____
Business Address **[No./STREET]** _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address **[OPTIONAL]** _____
Residence Address **[No./STREET]** _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____
Business Address **[No./STREET]** _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address **[OPTIONAL]** _____
Residence Address **[No./STREET]** _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address **[OPTIONAL]** _____

6. Optional Information

Contracting Entity and/or _____ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [*DESCRIBE*] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.



Document 00520

AGREEMENT

Project: FY2017 Ditches Rehab Work Orders #1

Project Location: Citywide. The project location and limits will be determined and defined by each work authorization(Key Map No. Citywide)

Project No: _____ **WBS No.** M-430003-0004-4

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")
and

Contractor: _____
(Address for Written Notice) _____

Fax Number: _____ **Phone Number:** _____

City Engineer, with respect to Sections 4.1.9 and 4.3 thru 4.5 of the General Conditions, is:

J. Timothy Lincoln, P.E. (or his successor)
P. O. Box 1562, Houston, Texas 77251-1562 (Address for Written Notice)

City Engineer, with respect to all other terms of the General Conditions, is:

Rod Pinheiro, P.E., CFM

Fax Number: (832) 395-2987

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

**ARTICLE 1
THE WORK OF THE CONTRACT**

- 1.1 Contractor shall perform the Work in accordance with the Contract.
- 1.2 One or more Work Authorizations may be issued concurrently at any given time under the Contract.

**ARTICLE 2
CONTRACT TIME**

2.1 The City may issue Work Authorizations within 365 calendar days after Notice To Proceed for the Contract. This Agreement is effective on the Notice To Proceed date until the final acceptance of the last Work Authorization issued by the City. **The Contract Term shall begin on the date specified in the Notice To Proceed and shall continue for a one year initial period. Upon expiration of the initial term and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive one (1) year terms on the same terms and conditions.** If the Director of the City Department elects not to renew this Agreement, the City Engineer or designee shall notify the Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

2.2 Each Work Authorization will establish the Contract Time for that Work Authorization based on the Estimated Work Authorization Price. Contract Time shall be as following:

- 30 days for Estimated Work Authorization Price from \$0 to \$200,000;
- 60 days for Estimated Work Authorization Price from \$200,001 to \$400,000;
- 90 days for Estimated Work Authorization Price from \$400,001 to \$600,000;
- 90 + days for Estimated Work Authorization Price from \$600,001 and over.

Project Manager may adjust the actual duration and Completion Date based on availability of materials or to comply with infrastructure needs.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00803 – Supplementary Conditions, for each day beyond Contract Time.

2.4 Contractor shall achieve Date of Substantial Completion within the stipulated duration noted in each Work Authorization, subject to adjustments of the Contract Time as provided in the Contract. Each Work Authorization will establish a date of Commencement and Completion Date specific to that Work Authorization.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor the Contract Price set out in each Work Authorization in current funds for Contractor's performance of the Contract. The total Contract Price, as sum of Contract Prices of all Work Authorization issued, shall not exceed an Allocated Fund amount of \$1,500,000.00, which includes Allowances, and Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

- Alternate No. 1 _____
- Alternate No. 2 _____
- Alternate No. 3 _____
- Alternate No. 4 _____

3.3 The City has appropriated and allocated the sum of \$500,000.00 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 the 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 ALLOCATIONS 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 purpose 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 obliged 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 has no other remedy in law or in equity against the City and no right to damages of any kind.

**ARTICLE 4
PAYMENTS**

- 4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.
- 4.2 The Period covered by each progress payment is one calendar month ending on the last day of the month.
- 4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.
- 4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

- 5.1 Contractor represents:
 - 5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Request For Competitive Sealed Proposals or Competitive Sealed Bids.
 - 5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.
 - 5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions.

7.1.2 Document 00803 - Supplementary Conditions.

7.1.3 Division 01 - General Requirements.

7.1.4 Divisions 02 through 16 of Specifications.

7.1.5 Drawings listed in Document 00015 - List of Drawings. Drawing No. None and bound separately.

7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated	<u>None</u>
Addendum No. 2, dated	<u>None</u>
Addendum No. 3, dated	<u>None</u>
Rider No. [], dated	<u>None</u>

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Proposal Form – Part B
[X] 00470	Standard Pre-Bid Participation Plan Document
[X] 00471	Pre-Bid Good Faith Efforts Report
[X] 00472	Goal Deviation Request
[X] 00500	Form of Business
[X] 00501	Resolution of Contractor (if a corporation)
[X] 00570	Amended S/MWBE Participation Plan
[X] 00571	Contractor's Good Faith Efforts Report
[X] 00572	Plan Deviation Request
[] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[] 00613	One-year Surface Correction Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[] 00623	Contractor's Act of Assurance (SRF Form ED-103)
[X] 00624	Affidavit of Compliance with Affirmative Action Program
[] 00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
[X] 00630	(POP-2) Certification of Compliance with Pay or Play Program
[X] 00631	(POP-3) City of Houston Pay or Play Program – List of Subcontractors
[] 00801	Supplementary Conditions for Project AIP Funded
[] 00802	SRF Supplementary Conditions
[X] 00803	Work Order Supplementary Conditions
[X] 00805	Equal Employment Opportunity Program Requirements (DELETE If AIP Funded)
[] 00806	EPA DBE and Wage Rate Requirements (SRF only)
[] 00807	Bidder/Contractor Requirements for DBE Program
[X] 00808	Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program

- 00810 Federal Wage Rate - Highway
- 00811 Federal Wage Rate - Building
- 00812 Federal Wage Rate – Heavy
- 00820 Wage Rate for Engineering Construction
- 00821 Wage Rate for Building Construction
- 00830 Trench Safety Geotechnical Information
- 00840 Pay or Play Program
- 00912 Rider

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

CONTRACTOR:

(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____
Director,
Department of Public Works and Engineering

By: _____
Mayor

COUNTERSIGNED:

By: _____
City Controller

Date Countersigned:

ATTEST/SEAL:

By: _____
City Secretary

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

Legal Assistant

Date

END OF DOCUMENT

Section 01110

SUMMARY OF WORK

PART 1 G E N E R A L

1.01 SECTION INCLUDES

- A. Summary of the Work Covered by the Contract Documents, Contract Overview, Contract Specific Changes to the Standard Technical Specifications, Work Sequence, CONTRACTOR Use of Premises, and Warranty by the City of Houston.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The CONTRACTOR will be required to complete **all Work** associated with this contract **by June 30, 2017** (subject to limits of available funds). Failure to successfully complete such Work within the time specified shall be grounds for assessing liquidated damages. By Bidding this Work, the CONTRACTOR is agreeing to provide adequate number of crews in order to perform the Work and have all Work completed by date above.
- B. Work of this contract includes, but is not be limited to: **Rehab of City of Houston Roadside Ditch Drainage System**. All rehab activities must ensure proper drainage of project area while work is being performed.

The CONTRACTOR will perform Work re-establishing roadside ditches by grading, re-grading and de-silting as determined by the City of Houston and as directed by each Work Authorization.

1. ROADSIDE DITCH

The City currently operates and maintains approximately **2,400 total miles** (both sides of street) of the **roadside ditch** system over a 650 square mile region. All roadside ditches are earthen and will require **re-grading**. The CONTRACTOR will provide maintenance to a specific amount of this total as specified by each Work Authorization.

The proposed maintenance is outlined as follows, but is not limited to:

- Re-establish proper grade (re-grade) elevation from invert to invert (between driveway culverts).
- Flush driveway culverts and clear obstructions, debris, and silt as required. The cost of this shall be considered incidental to the unit bid item for re-grade and excavate roadside ditches to

- new grade as referenced in Specification 02315S – Roadway Excavation.
- As requested the CONTRACTOR may also perform mechanical mowing/hand mowing (power tool) as needed to manage grass, bushes, plant life and trees up to 4-inches in diameter. The cost of this shall be considered incidental to the unit bid item for re-grade and excavate roadside ditches to new grade as referenced in Specification 02315S – Roadway Excavation.
 - Transport excess debris to proper landfill for disposal.
- C. The CONTRACTOR shall note that the removal and proper disposal of all excess silt, earthen materials, and debris from this Work Order Contract is incidental to the various bid items within Document No. 00410.
1. **De-silt** is defined as removal of loose solids and debris.
 2. **Re-grade** is defined as cutting of the ditch to grade and/or removal of hard solids.
- D. The contract will be administered by the City of Houston and as directed by the Project Manager in Work Authorizations. **The location of the work will not be determined at the time of Bid**, but could be anywhere within the City of Houston and its jurisdictional limits and will be established by each Work Authorization.
- E. All Work for field surveying (setting controls, levels, layout, etc.) is incidental to the various bid items within Document No. 00410 (for additional information, please refer to Document No. 01725 – Field Surveying). Prior to any excavation, the CONTRACTOR shall establish the elevation to top of ground (**centerline of the ditch as well as cuts**) and offset stakes at the distance deemed appropriate by the CONTRACTOR to preclude disturbance of offset stakes during construction.
- F. When applicable, the CONTRACTOR will be responsible for implementing and maintaining adequate traffic control for the duration of the project. Traffic control will be in accordance with the latest version of the Texas Manual of Uniform Traffic Control Devices (TMUTCD). The CONTRACTOR shall be responsible for notifying the proper authorities regarding the closing of the roads. The CONTRACTOR will be responsible for obtaining all permits required for maintenance of traffic.
- G. The CONTRACTOR shall not begin Work until all Traffic Control measures and warning signs are in an acceptable position and the

markers and signs conform to the TMUTCD and all applicable state and local requirements.

- H. The CONTRACTOR shall maintain one lane of traffic in each direction during working hours. When traffic must be diverted into a single lane, flagmen shall be utilized. During non-working hours or times when flagmen are not available, traffic must be able to flow in both directions, unless otherwise authorized by the City Engineer. **The CONTRACTOR must obtain prior approval from the City for weekends and after-hours work.**
- I. The CONTRACTOR shall use caution while working within the proximity of **private property** as to avoid impacts. Should impacts occur, restoration shall be to a condition that is equal or better than prior to start of Work. The repair or replacement of these types of facilities will be the CONTRACTOR's responsibility and incidental to the project superseding specification Document No. 01740 - Site Restoration, **with no additional cost to the City.**
- J. The CONTRACTOR will be responsible for using caution and due diligence where the proposed improvements are in proximity to existing **private utilities** including gas lines, buried or overhead cables, etc., so as to not adversely impact such private utilities inside the project area. The CONTRACTOR will notify and coordinate with the private utilities that may be impacted by the proposed Work.
- K. As required, the contractor will be responsible for implementing the Storm Water Pollution Prevention Plan (SWPPP) and using best practices during construction and is responsible for associated permit fees (comply with procedures as specified in the Document No. 01570 - Storm Water Pollution Control).
- L. The CONTRACTOR will attend pre-construction meeting and other meetings deemed necessary by the Project Manager.

1.03 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in Contract Price under provision of General Conditions Paragraph 3.11:
 - 1. Miscellaneous Permits.
Cash allowance included in Document No. 00410.

1.04 CONTRACT SPECIFICATION AND INFORMATION

- A. CONTRACT OVERVIEW

1. Exhibits showing the work of the contract will be developed and issued for each Work Authorization. The CONTRACTOR may also be required to complete work without formal exhibit.
2. The unit price paid for work performed under this contract is the base unit prices **multiplied by the applicable Adjustment Factor**. Payment shall be in strict accordance with the work items listed, the specification sections referenced, specifications specific to this project. Please refer to Document No. 00410.

1.05 CITY-FURNISHED PRODUCTS

A. Items furnished by the City for Installation by CONTRACTOR:

1. None

B. City's Responsibilities:

1. Provide ditch maps with unique identifier labels (UFIDs) for each when available for those areas to be grade, re-grade, and de-silt.

C. CONTRACTOR's Responsibilities:

1. Repair or replace damaged items by CONTRACTOR.
2. The CONTRACTOR shall develop and maintain a safety program which will implement required safety procedures recognized and required of their industry group.
3. Accidents shall be reported to the City Project Manager promptly, in writing, giving full details describing the incident including statements from witnesses.

1.06 WORK SEQUENCE

A. All work within this contract will be issued through Work Authorizations to the CONTRACTOR. All work starts with Work Authorization #1 and continues to each successive Work Authorization and shall be in a "**complete condition**" prior to beginning the next Work Authorization. The CONTRACTOR shall **NOT** begin a new Work Authorization without written consent by City of Houston Representative.

B. Coordination of the work: Refer to Document No. 01312 – Coordination and Meetings

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and CONTRACTOR's use of rights-of-way as specified in Document No.01145 – Use of Premises.
 - B. Construction operations should be limited to CITY's right's-of-way, easements, and areas shown or described in the Work Authorization. If the CONTRACTOR finds it necessary to obtain additional working area, it shall be the CONTRACTOR'S responsibility for its acquisition.
 - C. The CONTRACTOR shall not trespass upon or in any way disturb private property without first obtaining written permission from the CITY to do so. A copy of such written permission shall be furnished to the CITY prior to accessing the site.
 - D. Utility Outages and Shutdown should provide notification to the CITY and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays in advanced of required utility shutdown. Coordinate all work as required.
- 1.08 STREET CUT ORDINANCE – Not Used
- 1.09 WARRANTY
- A. Comply with warranty requirements in accordance with Document 00700 - General Conditions and Document No. 00803 – Supplementary Conditions.
- 1.10 ADDITIONAL REQUIREMENTS
- A. CONSTRUCTION SCHEDULE - CONTRACTOR shall submit a construction schedule for each Work Order issued **within 5 days** to the CITY and show sufficient details to illustrate sufficient planning of the work as required in Document No. 01326 – Construction Schedule.
 - B. IDENTIFICATION BADGES – The Department of Public Works and Engineering requires for any worker on the project site to have identification badge easily visible on his or her body. The badge shall include a photograph of the employee, name of the employee, name of the company, and company logo. This requirement applies to all employees of the prime CONTRACTOR, subcontractors, suppliers, and others working on the project site.
 - C. PROTECTION OF TREES – The CONTRACTOR shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall be tied

back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly per requirements outlined in Document No. 01562 – Tree and Plant Protection.

1.11 TPDES REQUIREMENTS – Not Used

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

- A. The CONTRACTOR shall keep the work area in an uncluttered condition by the frequent removal of debris. The CONTRACTOR shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.
- B. The CONTRACTOR shall furnish and maintain, in good condition, all grading, re-grading and de-silting equipment necessary for proper execution of the work.
- C. Maintaining Flow: It will be the responsibility of the CONTRACTOR, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction.
- D. Retrieval of Materials and Equipment: It shall be the CONTRACTOR's responsibility to remove materials and equipment that has been lodged in the open drainage system from grading, re-grading, and de-silting excavations.

END OF SECTION