



CITY OF HOUSTON

INVITATION TO BID

Issued: September 25, 2009

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, October 15, 2009**, 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:

PLUGGING DECOMMISSIONED WATER WELLS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

Bid No. S50-C23422

NIGP Code: 962-96

Buyer:

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

Electronic Bidding:

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

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room, #1 City Hall, 901 Bagby, at **10:00 a.m. on Wednesday, October 7, 2009**. **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 all aspects of the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing/index.html. 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
PLUGGING DECOMMISSIONED WATER WELLS
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Bid No. S50-C23422
NIGP Code: 962-96**

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

The undersigned hereby offers to provide services necessary for **PLUGGING DECOMMISSIONED WATER WELLS**, 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 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

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

SECTION A

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

Additional Required Forms to be Included with this bid:

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

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Contractors References
Pay or Play Contract Compliance Acknowledgement Form
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
OCP Insurance Certificate Over \$100,000.00
Performance, Maintenance and Statutory Payment Bonds
2009 Engineering Construction Wage Rate
Pay or Play Certification of Agreement to Comply with Program
Pay or Play Form 3 / List of Participating Contractors

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, Friday, October 9, 2009.

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 amount bid by the Contractor. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

PERFORMANCE BOND and PAYMENT BOND:

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

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

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (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 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.

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.

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, for **PLUGGING DECOMMISSIONED WATER WELLS** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Water Well Plugging.** 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: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

2. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

3. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

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.

SECTION B
TECHNICAL SPECIFICATIONS
For
PLUGGING DECOMMISSIONED WATER WELLS

Part 1: - SCOPE OF WORK

- 1.1 The scope of work covered by these specifications is to provide for the plugging of decommissioned City of Houston water wells. The Contractor shall provide all tools, materials, equipment, labor, bonds, insurance, transportation, safety equipment, and permits necessary to comply with the specifications herein. This work is to be performed in accordance with AWWA A100-90 Standard for Water Wells, the Texas Administrative Code, Part 1: T.C.E.Q., Chapter 290: Public Drinking Water, Subchapter D: Rules and Regulations for Public Water Systems, Rule 290.46 (X): Minimum Acceptable Operating Practices for Public Drinking Water Systems and 16 Texas Administrative Code, Chapter 338: Water Well Drillers and Pump Installers.
- 1.2 Compliance to specifications involves all work associated with plugging and closing decommissioned water wells including:
 - 1.2.1 Pulling the pump
 - 1.2.2 Excavating and cutting off the well cap
 - 1.2.3 Providing a typed report within five (5) working days of completing this work the following information:
 - 1.2.3.1 Location of well on the property
 - 1.2.3.2 Well depth
 - 1.2.3.4 Well diameter
 - 1.2.3.5 Existence or absence of fill in the blank line and screened production casing
 - 1.2.3.6 Condition of cut off/capping of the conductor casing.
 - 1.2.3.7 Copy of the Well Plugging Report submitted by the Contractor to T.C.E.Q.
 - 1.2.4 Plugging and closing decommissioned wells includes the following:
 - 1.2.4.1 All cutting, welding, and demolishing required moving the discharge head foundation and slab
 - 1.2.4.2 Cutting off the conductor casing
 - 1.2.4.3 Filling the blank/screened production and conductor casing

- 1.2.4.4 Capping the conductor casing.
- 1.2.5 Contractor shall restore the area upon completion of plugging tasks. Restoration shall include:
 - 1.2.5.1 Backfilling any excavation
 - 1.2.5.2 Removing excess fill excavated material
 - 1.2.5.3 Restoring the work area to natural grade conditions that existed prior to commencing the plugging tasks
 - 1.2.5.4 When directed by the DWO Project Manager, putting new sod or hydro-mulch on the restored work area.
- 1.2.6 All work is to be accomplished in a thorough, workmanlike manner.
- 1.2.7 All work not specifically mentioned in these specifications but implied and required for proper completion, shall be accomplished even if it is not specifically mentioned in the technical specifications.

Part 2: - SAFETY, SECURITY AND START-UP

- 2.1 The Contractor will be responsible for ensuring a safe work environment for all persons entering the work area.
- 2.2 The Contractor shall submit the **Hazard Communications Program / Contractor Compliance Form** (Exhibit B2) and all associated documentation to the Project Manager at the Pre-Construction Meeting. This document can also be viewed at: <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx>
- 2.3 The Contractor shall be responsible for the safety, efficiency, and adequacy of the job site.
- 2.4 The Contractor shall ensure the security of the facilities at which work is being performed. All doors and gates shall be locked when unattended.
- 2.5 The Contractor must notify the Water Production Project Manager at least three (3) working days before starting work at any pump station site. Upon entering or leaving the work site, the Contractor will contact the Water Production Ground Water Control Center at 713/226-4497.
- 2.6 The Contractor shall ensure the security of the facilities at which work is being performed. All doors and gates shall be locked AT ALL TIMES.
- 2.7 The Contractor shall strictly abide by all security and safety regulations issued by the City, State or Federal government.
- 2.8 The Contractor shall conduct background security checks to include but not be limited to criminal records on employees at the time of hiring and periodically thereafter. Copies of these criminal records shall be provided to the City upon written request.

- 2.9 The Contractor shall not utilize any employee with a criminal record on any City of Houston job site.
- 2.10 All Contractor vehicles must be identified with a clearly visible sign identifying the company name.
- 2.11 All Contractor employees will be required to wear company photo identity badges.
- 2.12 If it is necessary, for whatever reason, to stop the plugging procedure and leave an open excavation, adequate barricades shall be left in place, or steel plate of sufficient size and thickness will be placed over the entire excavation.
- 2.13 After completion of plugging operations, site is to be restored to like or better condition.
- 2.14 Trench Safety System:
- 2.14.1 This item shall govern for the construction of all trench excavation to be utilized in the project and will include all additional excavation and backfill necessitated by the safety system. The Contractor shall adhere to all Federal, State and local trench safety guidelines.
- 2.14.2 A trench shall be defined as a narrow excavation (relative to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than fifteen (15) feet.
- 2.14.3 Trench Safety Systems include, but are not limited to, sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.
- 2.14.4 Trench Safety Systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29 CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register, Vol. 54, No. 209, on Tuesday, October 31, 1989. The sections incorporated into these specifications by reference include Sections 1926-650 through 1926-652.
- 2.14.5 Legislation which has been enacted by the Texas Legislation (H.B. No. 1569) with regard to Trench Safety Systems is hereby incorporated, by reference, into these specifications.
- 2.14.6 The Contractor shall submit a safety program specifically for the construction of trench excavation together with a general safety program. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.
- 2.14.7 The Contractor shall make daily inspection of the Trench Safety System to ensure that the system meets OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-in, or slides, is apparent, all work in the trench

shall cease until the Contractor has taken the necessary precautions to safeguard personnel entering the trench.

2.14.8 It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

2.14.9 The Contractor shall maintain a permanent, written record of daily trench inspections.

Part 3: - SITE LOCATIONS

Facility Name with Well No.	Address	Key Map	Council District	Casing Size	Liner Size	Pump Spec
District 76 (Riverwood States) Well No. 1	12500 Frazier River Dr.	415-E	B	16" to 744'	10" from 665' to 1085'	10" x 2-1/2 x 1-11/16 to depth of 380'
District 42 (Scenic Woods-1) Well No. 1	7334 Bretshire	455-A	B	16" to 600'	8x4" from 489 to 835'	7" x 2-1/2 x 1-11/16 to depth of 280'
District 15 (Woodland Trails N.) Well No. 1	7018 Log Hollow	411-J	A	16" to 710'	10" from 630 to 1070'	8" x 2-1/2 x 1-1/2 to depth of 430'
Heights Well No. 15A	6405 Yale	412-Z	A	24" to 610'	10" from 587 to 1670'	12" x 2-1/4 x 3-1/2 to depth of 560'
West Houston Well No. 2	2270 Barker Oaks Dr.	488-S	G	24" to 650'	18x14" from 580 to 1305'	10" x 3-1/2 x 2-1/4 to depth of 560'
Glenshire Well No. 2	12402 Lightcliffe	570-A	C	14" to 650'	8" from 540 to 888'	8" x 2-1/2 x 1-1/2 to depth of 380'
Northpoint - 1 (Greenspud) Well No. 1	16301 Imperial Valley	373-S	B	18" to 622'	12" from 518 to 1460'	12" x 3 x 1-15/16 to depth of 350'
Northpoint - 2 (Greenspud) Well No. 2	17502 Imperial Valley	373-N	B	24" to 660'	16" from 560 to 1475'	10" x 3 x 1-15/16 to depth of 460'

Northborough-2 Well No. 1	12507 Kuykendahal	372- G	B	20" to 620'	12" from 516 to 1209'	10" x 3 x 1- 15/16 to depth of 490'
Northgate – 1 Well No. 1	11821 Greenspoint	372- V	B	16" to 720'	10" from 640 to 1076'	10" x 3 x 1- 15/16 to depth of 500'
Northgate – 2 Well No. 2	12540 HWY 75	372- Q	B	20" to 707'	12 3/4" from 607 to 1441'	12" x 3 x 1- 15/16 to depth of 580'
Tidwell Timbers Well No. 1	10150 Tidwell Rd.	456- B	B	16" to 790'	10" from 690 to 1285'	8" x 2-1/2 x -11/16 to depth of 400'
Braeburn West Well No. 1	10711 Silkwood	530- W	F	16" to 619'	10" from 518 to 955'	10" x 2-1/2 x 1-1/2 to depth of 440'
Hobby Well No. 1	8049 Telephone Rd.	575- A	E	16" to 568'	12" from 562 to 1850'	12" x 3-1/2 x 2-7/16 to depth of 520'
Southpark Well No. 5	8430 Mykawa Rd.	574- C	E	24" to 600'	12" from 501 to 1840'	10" x 3 x 1- 15/16 to depth of 480'
District 48 (Kingwood Place W.) Well 1	5500 Sorter McClelland	295V	B	16" to 1150'	12.75" from 1049' to 1465'	10" x 2-1/2" x 1-1/2" to 440'
Central Well No.22	2320 Allen Parkway	493J	H	24" to 680'	14" from 527' to 1610'	12" x 4" x 2- 7/16" to depth of 500'
Brittway Well (H&J Water Sys)	10946 Brittway	449U	A	6" to Total Depth 390'	Unknown	Unknown
Timberoak Well (H&J Water Sys)	10954 Timberoak	449U	A	4" to Total Depth 403'	Unknown	Unknown
Timberline Well (H&J Water Sys)	11010 Timberline	449X	A	4" to Total Depth 350'	Unknown	Unknown

- 3.1 Project sites are comprised of property, rights-of-ways, or easements provided by the City.
- 3.2 The Contractor agrees to accept the site(s) in their current condition(s), and no claims will be allowed by the Contractor for surface conditions different from that identified in the contract document.

- 3.3 The Contractor, in the process of the work, shall not trespass or allow any of his employees to trespass upon the abutting lands or other lands in the vicinity thereof. The Contractor may, at his own cost, make suitable arrangements for any temporary usage of private lands, but her and the surety on his bond shall protect, indemnify, and hold harmless the City and its officers and employees against any claim arising from the temporary usage of said private lands.
- 3.4 The Contractor must provide all water to be utilized at the site. No water will be provided free of charge to the Contractor. Tapping into City of Houston water sources will not be permitted unless the Contractor obtains a meter from the City. Any cost incurred for water is to be included in the lump sump bid.

Part 4:- PERMITS AND REGULATIONS

- 4.1 Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits will be the responsibility of the Contractor and not the City of Houston.
- 4.2 The Contractor shall give due and adequate notice to those in control of all properties, which may be affected by his operations. The Contractor shall give all notice sand comply with all laws, ordinances, and rules bearing on the conduct of the work as specified. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, and without such notice to the Director, he shall bear all costs arising there from.
- 4.3 Contractor shall comply with all statues, regulations, and ordinances for prevention of environmental pollution and preservation of natural resources, including but not limited to, the National Environmental Policy Act of 1996, PL91-190, Executive Order 11514. Any other provision herein to the contract not withstanding, the Contractor shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations and directions as may be lawfully issued by local, state and/or federal agencies having within its jurisdiction the protection of environment.

Part 5: - SITE VISIT

- 5.1 All prospective bidders MUST ATTEND BOTH THE PRE-BID MEETING AND THE SITE VISIT(S). The Site visit(s) will be scheduled at the pre-bid meeting. Contact Jack Alexander at 713/837-7340 or Michael Phan 713/837-0821 for additional information or directions.

Part 6: - SUBMITTALS

- 6.1 The Contractor shall be required to provide all submittals, which will be delivered to the department Senior Project Manager, Michael Phan, at the Pre-Construction conference.

Part 7: - MOBILIZATION

- 7.1 The Contractor is allowed to work multiple sites but cannot mobilize to the next location until the first location is completed or approval from the Project Manager is granted.
- 7.2 Contractor will provide to the Project Manager a proposed work schedule detailing the site, the proposed start date, and the projected work completion date at each site. This schedule must be approved by the Project Manager.

Part 8: - CONTRACT TIME

- 8.1 The Contractor shall complete this contract within Two Hundred Forty (240) calendar days after receipt of the notice to proceed.

Part 9: - SITE WORK

- 9.1 Contractor shall provide all necessary equipment and personnel to perform the plugging procedure.
- 9.2 Contractor shall remove all concrete, piping, salvageable and non-salvageable material from the site at the Contractor's expense.
 - 9.2.1 Debris unearthed during excavation shall become the property of the Contractor and shall be disposed of on property other than the City's in accordance with all State and Federal Regulations.
 - 9.2.2 The site is to be graded to provide good drainage and hydra-mulched in order to restore site to original condition.

Part 10: - PUMP REMOVAL

- 10.1 Remove Pump Assembly
 - 10.1.1 Contractor shall perform all pump removals in accordance with Water Well Drillers Industry standard practice(s) utilizing equipment and methods designed specifically to achieve the operations herein described.
 - 10.1.1.1 Removal operations include service rig, service truck, tools, equipment and all incidentals including all necessary cutting, welding and related items required for the removal of an intact bowl assembly with column assembly of any nominal pipe diameter size and any bowl setting depth.
 - 10.1.1.2 Column assembly (all/part) includes components of flange, threaded and columns coupled or flush joint column pipe with random length joints and inner column assembly.
 - 10.1.1.3 Pump column assembly removal shall be accomplished using an elevator designed for the respective column pipe diameter size being removed.

10.1.1.4 Removal of a pump assembly from a well includes, as necessary, removal of all column pipe attached appurtenances including airline (brass, steel, polyethylene, PVC coated stainless steel, etc.), solution tube(s) (PVC pipe) and tail pipe (steel, PVC pipe) with blank and perforated joints.

10.1.1.5 All above ground discharge piping will be removed by the Contractor.

Part 11: - PLUGGING SPECIFICATIONS

11.1 Decommissioning a Water Well

11.1.1 Decommissioning of a well will include all incidentals, including all cutting and welding required to install and weld a minimum thickness 3/8-inch steel plate cover on top of the existing conductor casing of any size after removal of the bowl assembly, column assembly, if one is found in well.

11.2 Plug Water Well

11.2.1 Plugging of a decommissioned well will include:

11.2.1.1 All cutting, welding and demolishing required removing the discharge head foundation slab and all other miscellaneous concrete and other debris found at the plant site

11.2.1.2 Cut-off of the surface casing

11.2.1.3 Filling the blank/screened production casing and conductor casing

11.2.1.4 Installation of a concrete plug and the conductor casing.

11.2.2 Plugging of the water well includes the demolishing and removal of six (6) cubic yards maximum, in place measurement, of the existing discharge head foundation and slab.

11.2.3 The blank and screened production casing and the conductor casing shall be filled with heavy drilling fluid, placed downhill, through drill pipe or steel tubing, suspended from the service rig traveling block.

11.2.3.1 Heavy drilling fluid shall be placed from the bottom up, utilizing a mud pump for pressurization draw from a mud/mixing tank.

11.2.3.2 The heavy drilling fluid shall consist of bentonite mud with a marsh funnel viscosity of not less than fifty (50) seconds. It shall be new drilling mud freshly mixed on site or freshly missed off site and hauled to the site. It shall be of the minimum viscosity, as described above, be missed with potable water and containing no caustics or toxic additives detrimental for use in potable water wells. The heavy drilling fluid shall extend to not less than fourteen (14) feet below natural ground surface.

- 11.2.4 The conductor casing shall be cut off no less than four (4') feet below natural ground surface and filled with a minimum ten (10) foot (in length) concrete plug, placed on top of the heavy drilling fluid to the top end of the conduit casing, as cut off.
- 11.2.5 A one-half (1/2") inch thick steel plate cover shall be immediately placed on the fresh concrete at the top end of the conductor casing.
 - 11.2.5.1 The steel plate cover shall be full fillet or butt welded all around the conductor-casing circumference after the concrete has set and dried out.
- 11.2.6 The well and any associated excavation shall be guarded and protected from any contamination or potential contaminant intrusion of any form or in any manner during the completed plugging operation.
- 11.2.7 The Contractor shall remove from the well site all concrete rubble from the discharge head foundation and the cut-off segment of the surface casing for disposal on property other than the Owner's.
- 11.2.8 The remaining hole and excavation shall be backfilled with granular loam to an elevation slightly higher than abutting finished grade.
 - 11.2.8.1 All such backfill shall be compacted in six (6") inch lifts to the same density as the surrounding soil.

Part 12: - WORK FORCE

- 12.1 Contractor shall have a State of Texas Water Well Drilling License.
- 12.2 Each plugging rig utilized by the Contractor to perform well plugging work on this Contract shall be staffed by capable, experienced, fully competent, minimum two-(2) person crew
 - 12.2.1 Crew must include an experienced service rig operator.
 - 12.2.2 The service rig operator will constantly be in charge of the work at all times when work is in progress.
 - 12.2.3 The experienced service rig operator to perform routine plugging work on this contract shall be a licensed State of Texas pump installer.
- 12.3 The Contractor shall maintain, for the duration of this contract, the availability of at least two (2) construction crews to perform excavating and/or additions, and individual site work improvements, as herein specified.

PART 13: - EQUIPMENT

- 13.1 The Contractor shall maintain, for the duration of this Contract, the availability of at least the following:

- 13.1.1 one (1) service rig
- 13.1.2 one (1) plugging rig
- 13.1.3 one (1) rubber tire backhoe.

13.2 Plugging Rig

13.2.1 Each service rig supplied by the Contractor to perform plugging operations shall be a minimum fifteen (15) ton capacity, single drum, work-over rig capable of handling the necessary tubing and incidentals required to plug a well of any size and total depth.

13.2.1.1 Each plugging rig used to perform well plugging work shall be staffed by a capable, experienced, full complement, two (2) person crew minimum.

13.2.1.2 Contractor shall provide a licensed pump installer or an apprentice as the experienced service rig operator for each plugging rig.

13.3 Service Rig

13.3.1 The service rig supplied by the Contractor to remove pump assembly(s) and perform routine pre-stage plugging procedure shall be a minimum fifty (50) ton capacity, double drum, work-over rig equipped with a minimum total tubing breaking surface of 1,356-square inches.

13.3.1.1 Each service rig will be capable of handling the Owner's largest capacity well pump assembly with the deepest possible pump setting.

13.4 Hauling of Construction Material

13.4.1 In the hauling of construction materials, excavation equipment or other items required in the completion of this project, the attention of prospective bidders is directed to ordinances and regulations of local municipal or county governments which limits the type or the gross weight of motor vehicles or construction equipment operating on public roads and streets or which restrict the use of such equipment on certain streets. It will be the responsibility of the prospective bidder to investigate any limitations in routing, size of the equipment, or gross vehicle weights, which may be subject to regulations by local governmental jurisdictions.

Part 14: - REPORTS

14.1 Completion Reports

14.1.1 Upon completion of work at each well location, a complete report shall be prepared by the Contractor and delivered to the Project Manager.

14.1.2 The completion report shall contain a composite invoice identifying a list of all materials, quantity, description, unit price and total dollar amount.

14.1.3 The completed report shall also contain a copy of the camera survey and well plugging report filed by the Contractor to the proper authorized Texas Department of Licensing and Regulation officials.

14.2 Daily Reports

14.2.1 The Contractor shall maintain a daily report of all work progress during the course of each project and provide the Project Manager with the original report at the end of each project site.

Part 15: - SITE CLEAN-UP

15.1 All rubbish and debris of every type, kind and nature resulting from the Contractor's activities shall be cleaned up and removed from the well site or placed/moved to a part of the site, as designated by the City Engineer.

15.2 All ruts and depressions resulting from the Contractor's operations shall be filled-in and leveled-off to facilitate mowing the site.

15.3 Upon completion of the Contractor's work, including site clean up, the premises shall present the same or better than appearance, existing prior to initiation of operations.

15.4 No separate payment will be made for clean up and debris removal, as described above, as this work is incidental to designated operational Proposal Form items.

Part 16: - PRE-CONSTRUCTION CONFERENCE

16.1 The successful Contractor shall be notified of the time and location of the Pre-Construction Conference. If requested by the City of Houston prior to the Notice to Proceed, the Contractor shall submit a list of subcontractors and major material/equipment suppliers.

16.2 Prior to the start of work, the Contractor shall present for approval to the Project Manager a proposed written schedule for completion of the entire project. This schedule shall outline the days each facility will be scheduled for work. This schedule shall also include details of any work that interrupts utilities, such as water or electricity.

16.3 The Contractor shall provide Material Data Safety Sheets (MSDS) for applicable materials prior to the start of work at any site. It is preferred that these documents be provided to the Project Manager at the Pre-Construction Conference.

Part 17: - WORKING HOURS AND SCHEDULING OF WORK

- 17.1 The Contractor will be allowed to work between the hours of 7:00 A.M. and 4:00 P.M. Monday through Friday, unless otherwise authorized.
- 17.2 Contractor will not be allowed to work on Holidays as prescribed by Houston City Council.
- 17.3 If the Contractor falls behind on the project, it shall be the responsibility of the Contractor to increase the number of shifts, work days, or overtime hours. The Project Manager must approve any schedule changes.
- 17.4 Any additional cost incurred by the Contractor to regain the time lost shall be at the Contractor's expense and shall not be charged to the City of Houston.

Part 18: - LIABILITY

- 18.1 The Contractor shall be liable for any damage affected by the work to electrical, water gas, etc. at the existing facilities. When such damage is due to the failure of the Contractor to take precautionary actions, or to exercise sound judgment, or fail to utilize proven construction practices, the Contractor shall immediately restore, repair or replace equipment. The restoration, repair or replacement shall be to a state that it had been before the damage occurred without additional charges to the City of Houston.

Part 19: - ACCEPTANCE

- 19.1 Any deficiency listed by the City representative shall be corrected before final acceptance is granted and invoicing is approved for payment.
- 19.2 No separate measurement and payment for work performed under this Specification Section will be allowed. The Contractor shall include the cost for this work in the contract bid price for work of which this is a component part.

Part 20: - PAYMENT AND INVOICES

- 20.1 The Contractor will be allowed to invoice for each site upon acceptance of the work at the site by the Project Manager. No partial payments at a single site will be authorized.
- 20.2 The Engineering Wage Scale is considered to be applicable for services performed under this contract. The Contractor is required to clarify any wage rate question(s) with the Affirmative Action Division/City of Houston prior to starting work at any job site.

Part 21: - TERMINATION OF CONTRACT

- 21.1 This Contract maybe terminated by the City at its option, upon fifteen (15) days notice in writing, if the materials, equipment / or services furnished do not conform to the standard(s) set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed.

Part 22: - WARRANTY

22.1.1 The Contractor shall provide a minimum of one (1) year for all labor, materials and workmanship. The warranty period for a specific site shall commence the day the City officially accepts the complete work at the site. Any warranty work is to be completed, without cost to the City, within fifteen (15) days after notification of a service problem.

Part 23 – ON-SITE WELLS

23.1 **Typical For All On-Site Wells except Brittway, Timberoak & Timberline Wells**

23.1.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.

23.1.2 Remove and dispose wellhead foundation, pipe supports, concrete slabs and well discharge line from check valve to well.

23.1.3 Backfill and compact all excavations with select fill.

23.1.4 Add 80 cubic yards (more if necessary) of bank sand over select fill and grade to drain.

23.1.5 Hydro-mulch disturbed area.

23.1.6 Protect shrubs and trees.

23.2 **For Brittway Timberoak & Timberline Wells**

23.2.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.

23.2.2 Remove and leave electric motor, wellhead foundation, column pipes, oil tubes, shafts, pumps and other equipment/devices associated with wells on site.

23.2.3 Backfill and compact all excavations with select fill.

23.2.3 To electrically isolate the well, the nearest breaker will be disabled by COH, if plant still has electrical service.

23.2.4 Protect shrubs and trees.

EXHIBIT B1

LOCATIONS

1. District76(Riverwood Estates) Well #1	12500 Frazier River Dr.
2. District 42 (Escenic Woods-1) Well #1	7334 Bretshire
3. District 15 (Woodland Trails) Well # 1	7318 Log Hollow
4. Heights Well No. 15A (Off-Site)	6405 Yale
5. West Houston Well # 2	2270 Barker Oaks Dr.
6. Glenshire Well # 2	12402 Lightcliffe
7. Northpoint 1 (GreensPUD) Well # 1	16301 Imperial Valley
8. Northpoint 2 (GreensPUD) Well # 2	17502 Imperial Valley
9. Northborough 2 Well # 2	12507 Kuykendahl
10. Northgate 1 Well #1	11821 Greenspoint
11. Northgate 2 Well # 2	12540 HWY 75
12. Tidwell Timbers Well #1	10150 Tidwell Road
13. Breaburn West Well #1	10711 Silkwood
14. Hobby Well # 1 (Off-Site)	8049 Telephone Rd.
15. Southpark Well # 5 (Off-Site)	8430 Mykawa Rd.
16. District 48 (Kingwood Place) Well #1	5500 Sorter-MCcleland
17 Central Well #22 (Off-Site)	2320 Allen Parkway
18 Brittway Well (H&J Water System)	10946 Brittway
19 Timberoak Well (H&J Water System)	10942 Timberoak
20 Timberline Well (H&J Water System)	11010 Timberline

EXHIBIT B2

City of Houston
Hazard Communications Program
CONTRACTOR COMPLIANCE FORM

COMPLIANCE STEPS	IF Yes, CHECK	DATE
1. Will contractor bring chemicals on City property?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have the chemicals been assessed for hazards? (Attach HCP-1)	<input type="checkbox"/>	<input type="checkbox"/>
3. Has Safety/Risk Management approved usage?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has MSDS/HazCom Program information been exchanged?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have City employees been trained on hazards posed by the contractor's chemicals brought onto City property?	<input type="checkbox"/>	<input type="checkbox"/>

RECEIPT OF INFORMATION

Exchange of HazCom Packets:

CITY REP (Name/Title): _____ Date: _____

CONTRACTOR REP: _____ Date: _____

Has the CONTRACTOR documented HazCom training of their employees? If YES, sign below.

CITY REP (Name/Title): _____ Date: _____

A PDF version of the Hazard Communications Program Contractor Compliance Form
can also be viewed on the following web Link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23422>

EXHIBIT B3

OFF – SITE WATER WELL LOCATIONS

1.0 Off-Site Hobby Well No.1

- 1.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.
- 1.2 Blind-Flange all well discharge lines at 5 feet inside the property fence.
- 1.3 Remove and dispose wellhead foundation, pipe supports, concrete slabs, all discharge pipes to five feet inside property fence, electrical control panels/cabinets and other electrical/mechanical equipment and devices.
- 1.4 Backfill and compact all excavations with select fill.
- 1.5 Add 80 cubic yards (more if necessary) of bank sand over select fill and grade to drain.
- 1.6 Hydro-mulch disturbed area.
- 1.7 Protect shrubs and trees.



Off-Site Hobby Well No. 1



Electrical Control Panel

2.0 Off-Site South Park Well No. 5

2.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.

2.2 Blind-Flange all well discharge lines at 5 feet inside the property fence.

2.3 Remove and dispose wellhead foundation, pipe supports, concrete slabs, all discharge pipes to five feet inside property fence, electrical panels/cabinets and other electrical/mechanical equipment and devices.

2.4 Backfill and compact all excavations with select fill.

2.5 Add 80 cubic yards (more if necessary) of bank sand over select fill and grade to drain.

2.6 Hydro-mulch disturbed area.

2.7 Protect shrubs and trees.



Off-Site South Park Well No.5

3.0 Off-Site Heights Well No. 15 A

3.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.

3.2 Blind-Flange all well discharge lines at 5 feet inside the property fence.

3.3 Remove and dispose wellhead foundation, pipe supports, concrete slabs, all discharge pipes to five feet inside property fence, electrical panels/cabinets and other electrical/mechanical equipment and devices.

3.4 Backfill and compact all excavations with select fill.

3.5 Add 80 cubic yards (more if necessary) of bank sand over select fill and grade to drain.

3.6 Hydro-mulch disturbed area.

3.7 Protect shrubs and trees.

Note: *Well No.15SB in the same site has been plugged. But discharge pipes are still in place. Well Contractor shall include removal and disposal of discharge pipes of Well No. 15SB when bidding.*



Off-Site Heights Well No. 15A

4.0 Off-Site Central Well No.22

- 4.1 Plug well per Specifications, Rules and Regulations of TCEQ or under Texas Occupations Code Chapters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 Tex Reg 10468.
- 4.2 Blind-Flange all well discharge lines at 5 feet inside the property fence.
- 4.3 Remove and dispose wellhead foundation, pipe supports, concrete slabs, all discharge pipes to five feet inside property fence, electrical panels/cabinets and other electrical/mechanical equipment and devices.
- 4.4 Backfill and compact all excavations with select fill.
- 4.4 Add 80 cubic yards (more if necessary) of bank sand over select fill and grade to drain.
- 4.5 Hydro-mulch disturbed area.
- 4.6 Protect shrubs and trees.



5.0 ***Color Graphics***

- 5.1 **A PDF version of the Off-Site Water Well Color Graphics and Specifications can also be viewed on the following web Link**
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23422>

END OF DOCUMENT

SECTION C ENGINEERING WAGE SCALE

A PDF version of this Engineering Wage Scale can be viewed on the following web Link
http://purchasing.houstontx.gov/Construction/Construction_Wage_Rate_for_Engineering_2009.pdf

GENERAL CONDITIONS

A PDF version of the General Conditions can be viewed on the following web link:
http://purchasing.houstontx.gov/Construction/Construction_General_Conditions_October_2006.pdf

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2005 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

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

3.28 **CONTRACTOR DEBT**

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

ARTICLE 8 - TIME

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*
- 9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.
- 9.12 **LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.**
- 9.12.1.1 **The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$200.00 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.

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.

WITNESS: (if not a corporation)

Name of Contractor _____

By: _____

Name:

Title:

By: _____

Name:

Title:

Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title:

Date:

By: _____

Name:

Title: Attorney-in-Fact

Date:

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

Legal Assistant

Date

PERFORMANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

out of Contractor's performance of the Contract.

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

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

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

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

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

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

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

REVIEWED:

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

Date

Paralegal

STATUTORY PAYMENT BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date