



# CITY OF HOUSTON

## INVITATION TO BID

Issued: *January 27, 2011*

### **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, February 23, 2012**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

### **REMOVE, FURNISH AND INSTALL SUMP PUMPS AND ASSOCIATED EQUIPMENT FOR THE HOUSTON AIRPORT SYSTEM**

**Invitation to Bid No. S50-C24165**

**NIGP Code: 720-73**

### **Buyer:**

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

### **Electronic Bidding:**

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

### **Prebid Conference:**

A Pre-Bid Conference will be held for all Prospective Bidders in the HAS, Conference Room No. 113, Technical Service Bldg, 18600 Lee Road, Humble, TX 77338, at **9:00 a.m. on Wednesday, February 8, 2012**. 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.purchasing.houstontx.gov](http://www.purchasing.houstontx.gov). By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

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

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

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

### **\*CONTENTS:**

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

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

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

## SECTION A



**FORMAL ONE-TIME BID  
REMOVE, FURNISH AND INSTALL SUMP PUMPS AND ASSOCIATED EQUIPMENT  
FOR THE HOUSTON AIRPORT SYSTEM  
Bid No. S50-C24165  
NIGP Code: 720-73**

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

The undersigned hereby offers to provide services necessary to **Remove, Furnish and Install Sump Pumps and Associated Equipment at George Bush Intercontinental Airport (IAH) @ Terminals A, C, and D for the Houston Airport System**, F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

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

**The City reserves the 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:**

<b>Table 1</b>
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:

<b>Table 2</b>
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
Construction 2011 Engineering Wage Decission
Construction 2011 Building Wage Decission
M/WBE Subcontracting Participation Certification
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@houstontx.gov](mailto:arturo.lopez@houstontx.gov) no later than **4:00 PM, Monday, February 13, 2012.**

### **M/WBE COMPLIANCE:**

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

**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.

**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 (10<sup>th</sup>) 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.

### **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.

The City will have the right to inspect all Contractor furnished materials and workmanship during the course of the work.

### **HIRE HOUSTON FIRST:**

#### **Designation as a City Business or Local Business**

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

**Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

[www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf](http://www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf)

*Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952.*

#### **Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A " CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**INTERLOCAL AGREEMENTS:**

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

**WORK HOURS & COORDINATION:**

Hours of Work must be between **2200 and 0430 hours**, Monday through Friday or as scheduled by the Director. Contractor shall coordinate the Work with Andre Garner at phone number 281-230-8755.

**DUTIES OF THE CITY:**

The City will provide access to the work site, provide electric hook-up, if required, but will not extend services.

The City will assume no responsibility for the Contractor's property.

The City will provide if necessary, an area of sufficient size for temporary lay down of equipment and materials as close as possible to the job site.

The City has the right to reject Contractor furnished materials and workmanship, which do not conform to specification.

**PROPERTY DAMAGE:**

The Contractor shall ensure its Work methods, equipment, and personnel do not damage Airport property. The Contractor shall bear all costs associated with any repairs or replacements to airport property required as the result of the Contractor's negligence.

Contractor shall be responsible for replacement of any surrounding systems and/or components that it may damage during the course of the work.

**MATERIAL SAFETY DATA SHEETS (MSDS):**

The Contractor shall furnish all MSDS for each product provided.

**INVOICE:**

The Contractor shall submit the invoice to HAS, to the following address:

Houston Airport System  
Accounts Payable  
P.O. Box 60106  
Houston, TX. 77205-0106  
Attn: Accounts Payable

**SECURITY AND BADGING**

If required, HAS will escort Contractor to the work area. HAS may elect to have a representative of HAS remain with the Contractor's personnel during the performance of the work. The Contractor shall conform to all HAS and FAA security directives, rules, and regulations. The Contractor shall comply with applicable Federal aviation Administration (FAA) and Transportation Security Administration (TSA) rules governing security at the airport, as may be amended from time to time.

**CONTRACTOR'S QUESTIONNAIRE**

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, to ***remove, furnish and install sump pumps and associated equipment*** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed removal, furnishing and installation of sump pumps and associated equipment.** 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: \_\_\_\_\_

4. Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Name of Owner/Contact Person:** \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

No. of Years providing Service to this business: \_\_\_\_\_

**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**

**1.0 Summary of Scope of Work:**

**1.1 GENERAL**

1.1.1 The Contractor shall be required to provide all labor, equipment, tools, supervision, transportation and incidentals necessary to remove and properly dispose the sump pumps and associated equipment in Terminals A, C and D at George Bush Intercontinental Airport (IAH). Also, the Contractor shall be required to furnish and install new sump pumps and associated equipment in Terminals A, C and D at IAH. The Contractor shall also be required to test, program and insure that all systems are in optimum working condition.

1.1.2 The Contractor's duties include, but are not limited to the following:

1.1.2.1 The Contractor's personnel shall conform to all Houston Airport Systems (HAS) security rules and regulations at all times while on HAS property per HAS Operating Instructions 05-02 and 05-03. (Reference Website <http://www.f2h2.com/business-IAH-Badging-Office>)

1.1.2.2 The Contractor shall be solely responsible for its vehicles, equipment, tools, supplies, materials, and other property while on HAS property. The Contractor shall remove such items as loose debris from the work sites at the end of each work shift, as practical, and kept in the Contractor's possession.

1.1.2.3 The Contractor shall be responsible for observing the actual working conditions and providing safety equipment, barricades or safety precaution signs as may be required to protect its personnel, airport patrons, City and airline personnel.

1.1.2.4 The Contractor shall be responsible for keeping all debris, old materials, trash, and equipment resulting from the work from impeding any traffic at the work site.

1.1.2.5 The Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work under this contract. Handling, transport, and disposal of waste or hazardous materials shall be done in such a manner as to insure the highest level of safety to the environment and to public health. The Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transporting and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that

any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.

- 1.1.2.6 The Contractor shall perform final clean up of the entire work area prior to requesting a final inspection of the completed project. All debris, trash, etc. resulting from the Work must be removed before final acceptance of work.
- 1.1.2.7 In case of an emergency, HAS may order the Contractor to stop work on the project and clear the area of all personnel and equipment. The Contractor shall comply with such an order with all possible haste.
- 1.1.2.8 If required, the Contractor shall provide parking for its employees.
- 1.1.2.9 The Contractor shall comply with all applicable federal, state and local environmental rules, regulations, statutes, or orders, (Environmental Laws). In any conflict between these specification and applicable Environmental Laws, the more stringent shall govern. The Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws. Contractor shall perform its obligations under this specification and related purchase order in strict compliance with Environmental Laws.
- 1.1.2.10 All work shall be completed in strict accordance with federal, state and local regulations, laws and codes. In addition, the Contractor shall be required, at its own expense, to secure approval of the installation drawings/plans from the City of Houston Code Enforcement Plan Review Section.

## 2.0 Specified Equipment, or Equivalent:

- 2.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 2.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. DETERMINATION AS TO WHETHER THE ITEM (S) BID IS (ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

3.0 **Brand Name or Trade Name:**

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

4.0 **Performance Time:**

- 2.1 The work must be completed as expeditiously as possible within **90 calendar days** after receipt of the purchase order. It shall be the Contractor's responsibility to schedule and coordinate the work in such a manner as to complete the work within the specified time.

5.0 **Warranty:**

- 5.1 The Contractor shall warranty all materials, equipment and workmanship for ***one year***.

## TECHNICAL SPECIFICATIONS

### 1.0 Scope of Work / Equipment, General:

#### 1.1 SUMP PUMP:

Make: Yeomans

Model: AF11 (6205-2ZJ/C3) or City Approved Equal

1.1.1 The Contractor shall be required to furnish and install sump pump(s), Yoemans, Model No. AF11 (6205-2ZJ/C3), or City approved equal in Terminal A, Basement, at George Bush Intercontinental Airport.

#### 1.2 Terminal A - Basement Pumps

##### 1.2.1 Pump/Motor Specifications:

- 1.2.1.1 Quantity: 2 each
- 1.2.1.2 Make: Yeomans
- 1.2.1.3 Size: N15085
- 1.2.1.4 Date: 12/01
- 1.2.1.5 S.O. No.: 9807481
- 1.2.1.6 Unit: C
- 1.2.1.7 Head: 50
- 1.2.1.8 GPM: 60
- 1.2.1.9 Model: AF11 (6205-2ZJ/C3)
- 1.2.1.10 ENCL: TC
- 1.2.1.11 FR: 182TC
- 1.2.1.12 Volts: 208-230/480
- 1.2.1.13 SF: 1.25
- 1.2.1.14 Design: B
- 1.2.1.15 Code: K
- 1.2.1.16 HP: 3
- 1.2.1.17 Amps: 8.3
- 1.2.1.18 Phase: 3
- 1.2.1.19 HZ: 60
- 1.2.1.20 Max Amp: 40
- 1.2.1.21 CID#: F09-AF11-M
- 1.2.1.22 RPM: 1765

1.2.1 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.

1.2.2 The Contractor shall provide and install a new discharge line.

1.2.3 The Contractor shall inspect, adjust and repair the existing float controls where necessary.

1.2.3 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

2.1 SUMP PUMP:

Make: ITT

Model: WS3034D3 or City Approved Equal

2.1.1 The Contractor shall be required to furnish and install sump pump(s), ITT, Model No. WS3034D3 or City approved equal in Terminal A, Tug Tunnel South, at George Bush Intercontinental Airport.

2.2 Terminal A - Tug Tunnel South

2.2.1 Pump/Motor Specifications:

- 2.2.1.1 Quantity: 2 each
- 2.2.1.2 Make: ITT
- 2.2.1.3 Model: WS3034D3
- 2.2.1.4 Serial #: E05
- 2.2.1.5 Volts: 480
- 2.2.1.6 HP: 5
- 2.2.1.7 Amps: 8.3
- 2.2.1.8 Phase: 3
- 2.2.1.9 RPM 1750
- 2.2.1.10 GPM: 525

2.2.2 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.

2.2.3 The Contractor shall inspect, adjust and repair the existing float controls where necessary.

2.2.4 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

3.1 SUMP PUMP:

Make: ITT

Model: WS5034D3 or City Approved Equal

3.1.1 The Contractor shall be required to furnish and install sump pump(s), ITT, Model No. WS5034D3 or City approved equal in Terminal A, Tug Tunnel North, at George Bush Intercontinental Airport.

3.2 Terminal A - Tug Tunnel North

3.2.1 Pump/Motor Specifications:

- 3.2.1.1 Quantity: 2 each
- 3.2.1.2 Make: ITT
- 3.2.1.3 Model: WS5034D3

- 3.2.1.4 Volts: 480
- 3.2.1.5 HP: 5
- 3.2.1.6 Amps: 8.3
- 3.2.1.7 Phase: 3
- 3.2.1.8 RPM: 1750
- 3.2.1.9 GPM: 525

3.2.2 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.

3.2.3 The Contractor shall inspect, adjust and repair the existing float controls where necessary.

3.2.4 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

4.1 SUMP PUMP:

Make: ABS

Model: XFP100C-CB1.4-PE35/4-C-60FM or City Approved Equal

4.1.1 The Contractor shall be required to furnish and install sump pump(s), ABS, Model No. XFP100C-CB1.4-PE35/4-C-60FM or City approved equal in Terminal C, Tug Tunnel East/West, at George Bush Intercontinental Airport.

4.2 Terminal C - Tug Tunnel East/West

4.2.1 Pump/Motor Specifications:

- 4.2.1.1 Quantity: 2 each
- 4.2.1.2 Make: ABS
- 4.2.1.3 Model: XFP100C-CB1.4-PE35/4-C-60FM
- 4.2.1.4 Volts: 460/230
- 4.2.1.5 HP: 4.7
- 4.2.1.6 Amps: 6
- 4.2.1.7 Phase: 3
- 4.2.1.8 RPM: 1750
- 4.2.1.9 GPM: 525

4.2.2 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.

4.2.3 The Contractor shall inspect / adjust / repair existing float controls where necessary.

4.2.4 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

5.1 SUMP PUMP:  
Make: PEERLESS  
Model: NS3A or City Approved Equal

5.1.1 The Contractor shall be required to furnish and install sump pump(s), PEERLESS, Model No. NS3A or City approved equal in Terminal D, Basement, at George Bush Intercontinental Airport.

5.2 Terminal D - Basement

5.2.1 Pump/Motor Specifications:

- 5.2.1.1 Quantity: 1 each
- 5.2.1.2 Make: Peerless Model No: NS3A
- 5.2.1.3 S/N: 455658
- 5.2.1.4 IMP No: 21137-2
- 5.2.1.5 Impeller Dia: 5.25 inch
- 5.2.1.6 Frame/Model: 56CV
- 5.2.1.7 3 ph. 60 Hz
- 5.2.1.8 Service Factor: 1.25
- 5.2.1.9 Rotation: Clockwise
- 5.2.1.10 Enclosure/Type: ODP

5.2.2 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.

5.2.3 The Contractor shall provide and install a new discharge line.

5.2.4 The Contractor shall inspect, adjust and repair the existing float controls where necessary.

5.2.5 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

6.1 SUMP PUMP:  
Make: PEERLESS  
Model: VM3313T or City Approved Equal

6.1.1 The Contractor shall be required to furnish and install sump pump(s), PEERLESS, Model No. VM3313T or City approved equal in Terminal D, Basement, at George Bush Intercontinental Airport.

6.2 Terminal D - Basement

6.2.1 Pump/Motor Specifications:

- 6.2.1.1 Quantity: 2 each
- 6.2.1.2 Make: Peerless
- 6.2.1.3 S/N No: F 1088
- 6.2.1.4 IMP No: 21137-2

- 6.2.1.5 Impeller Dia: 5.25 inch
- 6.2.1.6 Frame/Model: VM3313T
- 6.2.1.7 Phase: 3
- 6.2.1.8 Class: B
- 6.2.1.9 Des: B
- 6.2.1.10 Code: J
- 6.2.1.11 HP: 10 DP
- 6.2.1.12 Hz: 60
- 6.2.1.13 Volts: 280-230/460
- 6.2.1.14 AMPS: 30-28/14
- 6.2.1.15 RPM: 1725
- 6.2.1.16 GPM: 525

- 6.2.2 The specifications are the City's minimum requirements. The Contractor must verify and determine that the replacement pump(s) meet the form fit and function of the pump(s) being replaced.
- 6.2.3 The Contractor shall provide and install a new discharge line.
- 6.2.4 The Contractor shall inspect, adjust and repair the existing float controls where necessary.
- 6.2.5 The Contractor shall install and test the pump and motor in accordance with manufacturer's installation instructions.

**END OF SECTION**

## SECTION C

### CITY OF HOUSTON 2011 BUILDING & ENGINEERING WAGE DECISION

A PDF version of the 2011 Building & Engineering Wage Decision  
can be viewed on the following web Link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24165>

### GENERAL CONDITIONS

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

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24165>

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 11 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 \$500.00 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.

I

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