



CITY OF HOUSTON

INVITATION TO BID

Issued: *September 14, 2012*

Bid Opening:

REVISED 9/26/2012

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 18, 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:

**PLUGGING DECOMMISSIONED WATER WELLS
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Invitation to Bid No. S50-C24382
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@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 Mandatory Second 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 2:00 p.m. on Wednesday, October 3, 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 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

**PLUGGING DECOMMISSIONED WATER WELLS
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Invitation to Bid No. S50-C24382
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 for the Public Works and Engineering Department**, 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

REVISED 9/26/2012

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 1a.
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 Certificate Over \$50,000.00
Insurance Certificate Endorsements
OCP Insurance Certificate Over \$100,000.00
Performance and Statutory Payment Bonds
2012 Engineering Construction Wage Rate
Pay or Play Form 2 / 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 no later than 4:00 PM, Monday, October 8, 2012.

NOTE:

Although it is the intent of the City to award one contract as a result of this invitation to bid, the City reserves the right to award by line item/group.

PERMITS AND REGULATIONS:

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.

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 notice to 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 DWO Project Manager, he shall bear all costs arising there from.

The 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 notwithstanding, 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.

Licensed Lead/Asbestos Abatement Contractor is responsible for removal and proper disposal of all asbestos containing gaskets throughout the facilities following all applicable Federal and State Rules and Regulations.

Licensed Lead/Asbestos Abatement Contractor is responsible for proper disposal or recycling all painted materials. All paint, which has a detectable level of lead, is considered a lead-containing paint and should be hauled by following OSHA Regulations

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.

QUALITY AND WORKMANSHIP:

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

SITE INSPECTION:

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

SITE VISIT:

All prospective bidders **MUST ATTEND BOTH THE PRE-BID MEETING AND THE SITE VISIT(S)**. All contractors will be required to sign-in on the sign-in roster provided by the project team at all site visits. The site visit(s) will be scheduled at the pre-bid meeting. Contact Raymond Hillis at 832/395-3822 or Michael Phan 832/395-3832 for additional information or directions. *Bids received from Contractors who did not attend the Mandatory Pre-Bid Conference and Site Visits will be rejected.*

SUBMITTALS:

The Contractor shall be required to provide all submittals. The submittals will be delivered to Michael Phan, Senior Project Manager, Drinking Water Operations branch.

PRE-CONSTRUCTION CONFERENCE:

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.

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.

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.

WORKING HOURS AND SCHEDULING OF WORK:

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.

The Contractor will not be allowed to work on Holidays as prescribed by Houston City Council.

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.

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.

LIABILITY:

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.

ACCEPTANCE:

Any deficiency listed by the City representative shall be corrected before final acceptance is granted and invoicing is approved for payment.

No separate measurement and payment for work performed under this Specification Section will be allowed. The Contractor shall have deemed to have included the cost therefor in its bid price.

PAYMENT AND INVOICES:

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.

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) it has with the City's Office of Business Opportunity prior to starting work on the project.

TERMINATION OF CONTRACT:

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 with the requirements detailed herein.

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

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 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.

LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

Neither Bidder(s) nor any person acting on Bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Bidder's formal response to the solicitation, communications publicly made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, neither Bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Bidder. However, nothing in this paragraph shall prevent Bidder from making public statements to the City Council body convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

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 of 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: _____

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/TECHNICAL SPECIFICATIONS

Part 1: GENERAL SCOPE OF WORK

- 1.1 The Contractor shall be required to provide all tools, materials, equipment, labor, bonds, insurance, transportation, safety equipment, and permits necessary to plug decommissioned water wells in strict accordance with the scope of work/specifications outlined herein. The work must be performed in strict accordance with the Texas Administrative Code, Title 16, Part 4, Chapter 76 and Rule 76.1004 and the Scope of Work/Technical Specifications.
- 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, containing the following information:
 - 1.2.3.1 Location of well on the property
 - 1.2.3.2 Well depth
 - 1.2.3.3 Well diameter
 - 1.2.3.4 Existence or absence of fill in the blank portion and screened portion of the production casing
 - 1.2.3.5 Condition of cut off/capping of the conductor casing, and
 - 1.2.3.6 Copy of the Well Plugging Report submitted by the Contractor to the Texas Commission on Environmental Quality (TECQ).
 - 1.2.4 Plugging and closing decommissioned wells shall include the following:
 - 1.2.4.1 All cutting, welding, and demolishing required to move 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 The Contractor shall also be required to 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 City engineer, 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 / Contract Compliance Form** that will be provided by the PW&E Safety Officer and all associated documentation to the Project Manager at the Pre-Construction Meeting.
- 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 Drinking Water Operations (DWO) Project Manager at least three (3) working days before starting work at site. Upon entering or leaving the work site, the Contractor shall contact the DWO Control Center at 832-395-6046 or 6047.
- 2.6 The Contractor shall strictly abide by all security and safety regulations issued by the City, State or Federal government.
- 2.7 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.
 - 2.7.1 The Contractor shall be required to contact Jason Salas with Public Works and Engineering Department for further instructions concerning the Cyberlock system prior to start working. His contact information is as follows:

City of Houston
Security Investigator
Public Works & Engineering Department
Director's Office Security Management Section
611 Walker, 3rd Floor Annex, Houston, TX 77002
Office: (832) 395-5182
Cell: (713) 689-9029
Fax: (832) 395-5189
Direct Connect: 142*137*641

- 2.8 The Contractor shall not utilize any employee with a criminal record on any City of Houston job site.
- 2.9 All Contractor vehicles must be identified with a clearly visible sign identifying the company name.
- 2.10 All Contractor employees will be required to wear company photo identity badges.
- 2.11 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.
- 2.12 After completion of plugging operations, site is to be restored to like or better condition.
- 2.13 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 and responsibility 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
1) Heights Well 6A (Off-Site)	441 W. 26th	452V	H	24" dia. From 0' to 655'	18" from 555' to 838'; 14" from 838' to 1455'	12" x 1-15/16" x 2-7/16" to 536'
2) Heights Well 7A (Off-Site)	801 W. 15th	452Z	H	24" dia. from 0' to 695'	18"/14" dia. from 611' to 1465'	10" dia. Col. Pipe 12" dia. Bowl Size No. of Stages 9 Pump Sett. 580' Motor 400HP Speed 1800 RPM Submersible Head
3) Heights Well 10 (Off-Site)	4219 Tulane	452M	H	24" dia. from 0' to 630'	12" from 534' to 1425'	10" x 2-1/4" x 1-15/16" to 500'
4) Heights Well 11A (Off-Site)	134 Norview	452H	H	24" dia. from 0' to 672'	18" from 623' to 704' 18"x14" Swage from 704' to 705' 14" from	10" x 3" x 1-15/16" to 580'

					705' to 1296'	
5) Heights Well 12 (Off-Site)	5002 Yale	452H	H	24"/20" dia. from 0' to 630'	12" from 593' to 1425'	8" x 2-1/2" x 1-11/16" to 560'
6) Heights Well 13 (Off-Site)	221 W. Hamilton	452D	H	24" dia. from 0' to 565'	12" from 560' to 1558'	10" x 1-15/16" x 3" to 550'
7) Heights Well 16 (On-Site with Tank)	500 W. 21St	452V	H	24" dia. from 0' to 674'	12" from 574' to 1890'	10" x 1-15/16" x 3" to 550'
8) Southend Well 13 (Off-Site)	1435 N. Macgregor	533AZ	D	24" dia. from 0' to 710'	14" dia. from 602' to 1787"	12" x 2-7/16" x 3-1/2" to depth of 580'
9) Central Well 21 On-Site Well to be plugged and capped at well head foundation. After capping, re-install motor and pipe.	1901 Memorial	493K	H	24" dia. from 0' to 574'	20" from 574' to 725'; 8" from 725' to 1610'	10" x 1-15/16" x 3" to 560'
10) Northeast Well 6 (Off-Site)	6501 Tuscon	454P	B	24"to 624'	12" from 526' to 1794'	12" x 2-1/4" x 3-1/2" to 490'
11) District 139 Well 1 (On-Site)	10097 Southwest Freeway	529Z	C	16" dia. from 0' to 740'	10" dia. from 640' to 1030'	Pump has been pulled. No pump
12) Katy Addicks Well 3 (Off-Site)	12600 Old Katy Road	488D	A	24" dia. from 0' to 580'	14" dia. from 528' to 1126"	12" x 2-1/4" x 3-1/2" to depth of 580'
13) Eastex Oak Well 1 (On-Site)	7018 North Belt E.	375T	B	12" dia. from 0' to 435'	6" dia. from 328' to 600'	6" x 1-1/2" x 2-1/2" to depth 260'
14) Eastex Oak Well 2 (On-Site)	7018 North Belt E.	375T	B	16" dia. from 0' to 645'	10" dia. from 545' to 1120'	8" x 1-11/16" x 2-1/2" to depth 500'
15) Eastex Oak Well 3 (Off-Site)	6806 North Belt E.	375T	B	16" dia. from 0' to 625'	10" dia. from 549' to 1120'	7" x 1-1/2" x 2-1/2" to depth 380'
16) Hunterwood Well 1 (On-Site)	6310 S. Lake Houston Pkwy	456R	I	16" dia. from 0' to 608'	10" dia. from 608' to 1193'	8" x 1-1/2" x 2-1/2" to depth 480'

- 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 from 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 its employees to trespass upon the abutting lands or other lands in the vicinity thereof. The Contractor may, at its own cost, make suitable arrangements for any temporary usage of private lands. The Contractor and the surety on its 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 shall be included in the Contractor's lump sump bid per location for this project.

Part 4: MOBILIZATION

- 4.1 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.
- 4.2 The Contractor shall 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 5: PERFORMANCE TIME:

- 5.1 The Contractor shall have **Two Hundred Forty (240) calendar days** to complete all the work associated with and required by the contract after receipt of the Notice to Proceed from the City.
- 5.2 **Warranty**
 - 5.2.1 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.

END OF SECTION

TECHNICAL SPECIFICATIONS

Part 1: SITE WORK

- 1.1 The Contractor shall provide all necessary equipment and personnel to perform the plugging procedure.
- 1.2 The Contractor shall remove all concrete, piping, salvageable and non-salvageable material from the site at the Contractor's expense.
 - 1.2.1 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.
 - 1.2.2 The site is to be graded to provide good drainage and hydro-mulched in order to restore site to original condition.

Part 2: PUMP REMOVAL

- 2.1 Remove Pump Assembly
 - 2.1.1 The 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.
 - 2.1.1.1 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.
 - 2.1.1.2 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.
 - 2.1.1.3 Pump column assembly removal shall be accomplished using an elevator designed for the respective column pipe diameter size being removed.
 - 2.1.1.4 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.
 - 2.1.1.5 All above ground discharge piping will be removed by the Contractor.

Part 3: PLUGGING SPECIFICATIONS

- 3.1 Decommissioning a Water Well
 - 3.1.1 Decommissioning of a well will include all incidentals, including all cutting and welding required to install and weld a minimum thickness 1/2-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.
- 3.2 Plug Water Well
 - 3.2.1 Plugging of a decommissioned well shall include:
 - 3.2.1.1 All cutting, welding and demolishing required to remove the discharge head foundation slab and all other miscellaneous concrete and other debris found at the plant site
 - 3.2.1.2 Cut-off of the surface casing
 - 3.2.1.3 Filling the blank/screened production casing and conductor casing
 - 3.2.1.4 Installation of a concrete plug and the conductor casing.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.3.1 Heavy drilling fluid shall be placed from the bottom up, utilizing a mud pump for pressurization draw from a mud/mixing tank.
 - 3.2.3.2 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.
 - 3.2.4 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 conductor casing, as cut off.

3.2.5 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.

3.2.5.1 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.

3.2.6 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.

3.2.7 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 City's.

3.2.8 The remaining hole and excavation shall be backfilled with granular loam to an elevation slightly higher than abutting finished grade.

3.2.8.1 All such backfill shall be compacted in six (6") inch lifts to the same density as the surrounding soil.

Part 4: WORK FORCE

4.1 Contractor shall have a State of Texas Water Well Drilling License.

4.2 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.

4.2.1 Crew must include an experienced service rig operator.

4.2.2 The service rig operator will constantly be in charge of the work at all times when work is in progress.

4.2.3 The experienced service rig operator to perform routine plugging work on this contract shall be a licensed State of Texas pump installer.

4.3 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 5: EQUIPMENT

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

- 5.1.1 one (1) service rig
- 5.1.2 one (1) plugging rig
- 5.1.3 one (1) rubber tire backhoe.

5.2 Plugging Rig

5.2.1 Each service rig supplied by the Contractor to perform plugging operations shall be a minimum fifteen (50) ton capacity, double drum, work-over rig capable of handling the necessary tubing and incidentals required to plug a well of any size and total depth.

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

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

5.3 Service Rig

5.3.1 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.

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

5.4 Hauling of Construction Material

5.4.1 In the hauling of construction materials, excavation equipment or other items required in the completion of this project, the Contractor shall comply with ordinances and regulations promulgated by the applicable municipal government 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 Contractor 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 6: REPORTS

6.1 Completion Reports

- 6.1.1 Upon completion of work at each well location, a complete report (Report) shall be prepared by the Contractor and delivered to the Project Manager.
- 6.1.2 The Report shall contain a composite invoice identifying a list of all materials, quantity, description, unit price and total dollar amount.
- 6.1.3 The 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.

6.2 Daily Reports

- 6.2.1 The Contractor shall maintain a daily report of all work progress during the course of each project and provide the original report to the Project Manager after completion of the work at each project site.

Part 7: SITE CLEAN-UP

- 7.1 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 DWO Project Manager.
- 7.2 All ruts and depressions resulting from the Contractor's operations shall be filled-in and leveled-off to facilitate mowing the site.
- 7.3 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.
- 7.4 No additional payment will be made for clean up and debris removal, as described above, as the Contractor shall have deemed to have included the cost therefor in the lump sum price per site for this project.

Part 8: DEPARTMENT OF PUBLIC WORKS AND ENGINEERING LOCATIONS

- | | |
|--------------------------------|--|
| 1. Heights Well 6A (Off-Site) | 441 W. 26th; Key Map 452V |
| 2. Heights Well 7A (Off-Site) | 801 W. 15 th ; Key Map 452Z |
| 3. Heights Well 10 (Off-Site) | 4219 Tulane; Key Map 452M |
| 4. Heights Well 11A (Off-Site) | 134 Norview; Key Map 452H |
| 5. Heights Well 12 (Off-Site) | 5002 Yale; Key Map 452H |
| 6. Heights Well 13 (Off-Site) | 221 W. Hamilton; Key Map 452D |
| 7. Heights Well 16 (On-Site) | 500 W. 21 st ; Key Map 452V |
| 8. Southend Well 13 (Off-Site) | 435 N. Macgregor; Key Map 533A |
| 9. Central Well 21 (On-Site) | 1901 Memorial; Key Map 493K |

- 10. Northeast Well 6 (Off-Site) 6501 Tuscon; Key Map 454P
- 11. District 139 Well 1 (On-Site) 10097 Southwest Frwy; Key Map 529Z
- 12. Katy Addicks Well 3 (Off-Site) 12600 Old Katy Rd; Key Map 488D
- 13. Eastex Oaks Well 1 (On-Site) 7018 North Belt E.; Key Map 375T
- 14. Eastex Oaks Well 2 (On-Site) 7018 North Belt E.; Key Map 375T
- 15. Eastex Oaks Well 3 (Off-Site) 6806 North Belt E.; Key Map 375T
- 16. Hunterwood Well 1 (On-Site) 6310 S. Lake Houston Pkwy.; KM 456R

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: _____

Part 9: SITE-SPECIFIC SERVICES

9.1 For All On-Site Wells

9.1.1 The Contractor shall be required to plug well per specifications; rules and regulations by TCEQ standards or by the Texas Occupations Code Chapters 1901 and 1902/Standards for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 28 TexReg 10468.

9.1.2 Following removal of pump/bowl assembly from a designated well, a camera inspection/survey is conducted for viewing conditions in the well surface/production casings. The Contractor shall be required to provide one original and one copy of camera survey of the well to City of Houston.

9.1.3 The Contractor shall be required to provide a plugging report to City of Houston and TCEQ.

- 9.1.4 The Contractor shall be required to remove and dispose pump foundations, pump discharge heads and pipes from check valve to well head and cut-off segment of surface casing.
- 9.1.5 The remaining hole and excavation shall be backfilled with granular loam to an elevation slightly higher than abutting finished grade. All such backfill shall be compacted in six (6") inch lifts to the same density as the surrounding soil.
- 9.1.6 The Contractor shall be required to hydro-mulch work area.
- 9.1.7 The Contractor shall be required to protect Shrubs and Trees.

9.2 On-Site Central Well No. 21

- 9.2.1 The Contractor shall be required to plug well per specifications, rules and regulations by TCEQ standards or by the Texas Occupations Code Charters 1901 and 1902/Standard for Capping and Plugging of Wells Paragraph 76.1004 amended effective December 1, 2003 28 Tex Reg 10468.
- 9.2.2 Camera inspection/survey is conducted for viewing conditions in the well surface/production casings. The Contractor shall be required to provide one original and one copy of camera survey of the well to City of Houston .
- 9.2.3 The Contractor shall be required to provide a plugging report to City of Houston and TCEQ.

NOTE: Do not remove wellhead foundation, pipe supports, concrete slabs, and all discharge pipes. Concrete plug shall be extended to top of existing pump foundation.

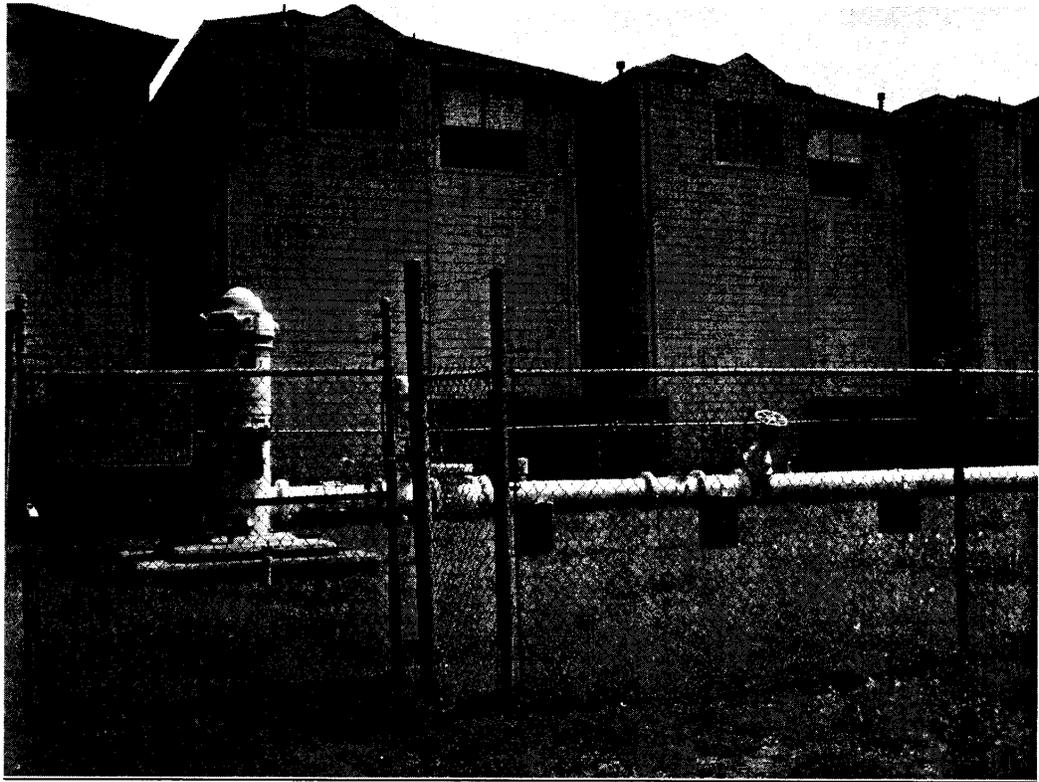
- 9.2.4 The Contractor shall be required to re-set discharge head on existing pump foundation and re-mount electric motor after plugging the well.

NOTE: Before plugging well, the Contractor shall contact Wayne Kluge at 713-501-4086 for electrical disconnections. Well will remain electrically disconnected after plugging. Well is for "Display Only" as an Exhibit after well is plugged.

9.3 Typical for All On-Site/Off-Site Wells

- 9.3.1 Pump motors, auxilliary engines, switch gears and fuel tanks are to remain at job sites after plugging unless directed otherwise by Project Manager during site tour.
- 9.3.2 All fences not designated for removal that were disturbed during the progress of work shall be restored to their original or better condition upon completion of work.

FY13: Plugging of the Decommissioned Water Wells



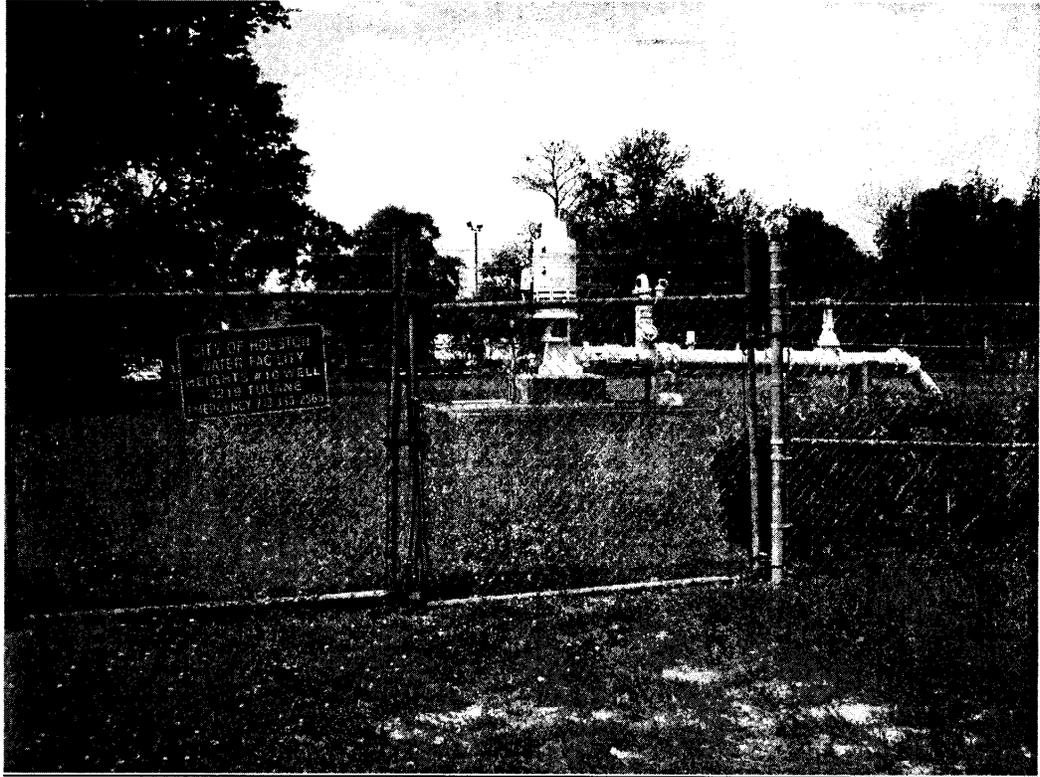
1. Heights Well 6A (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



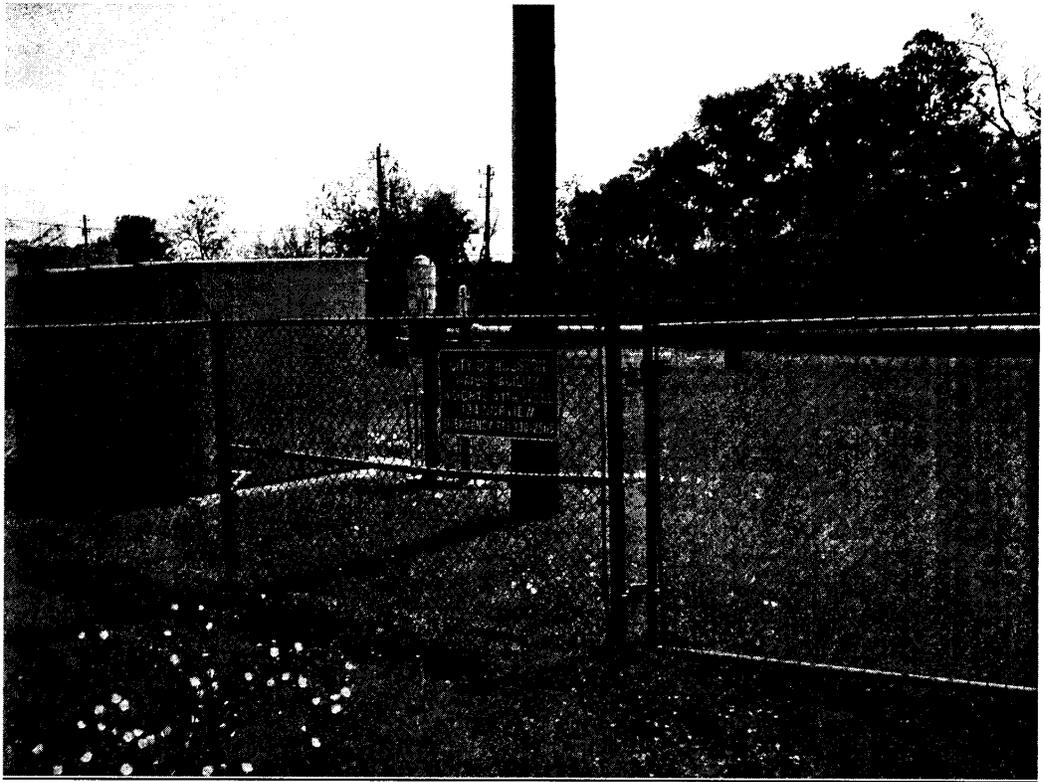
2. Heights Well 7A (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



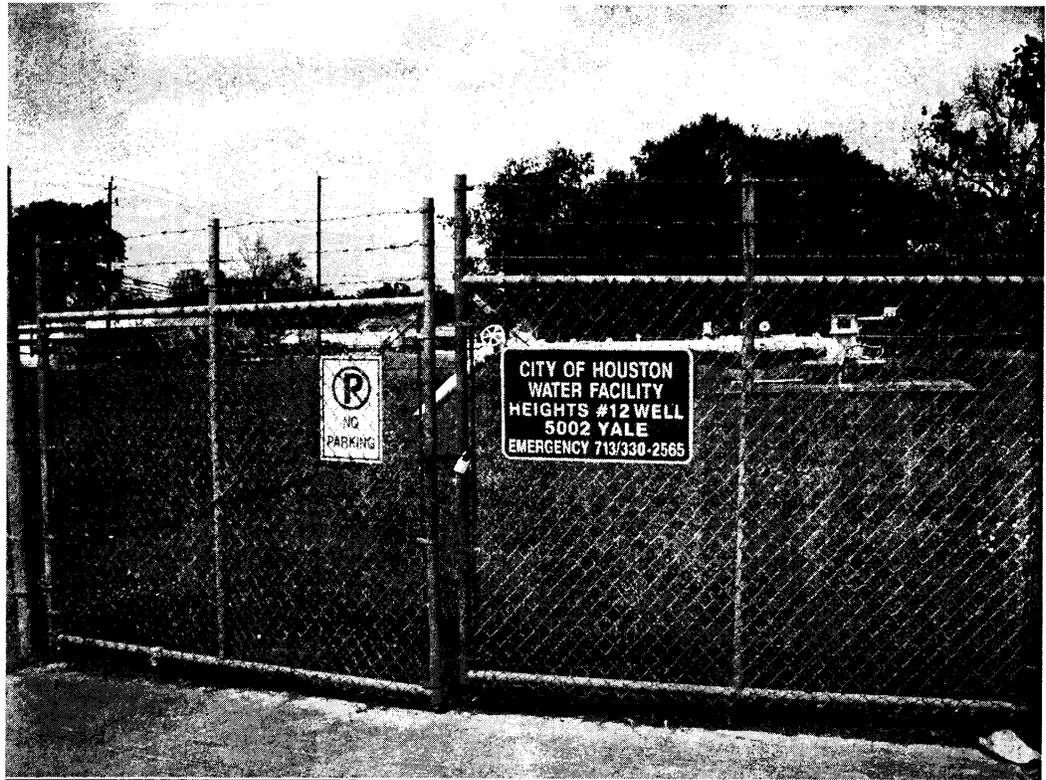
3. Heights Well 10 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



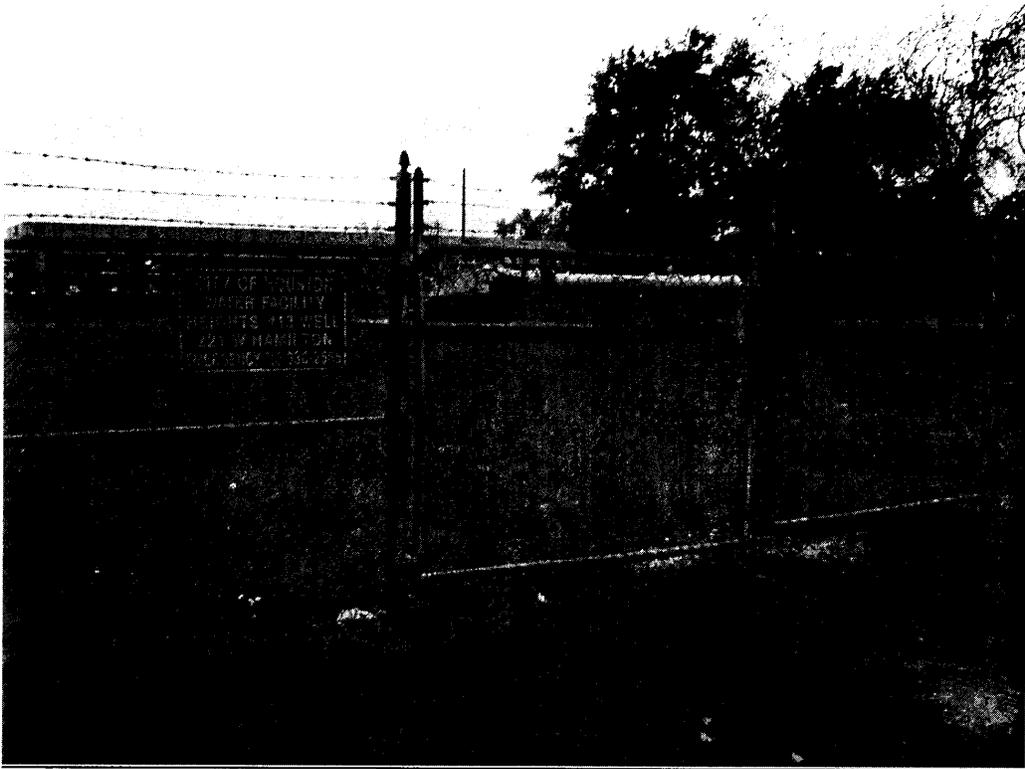
4. Heights Well 11A (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



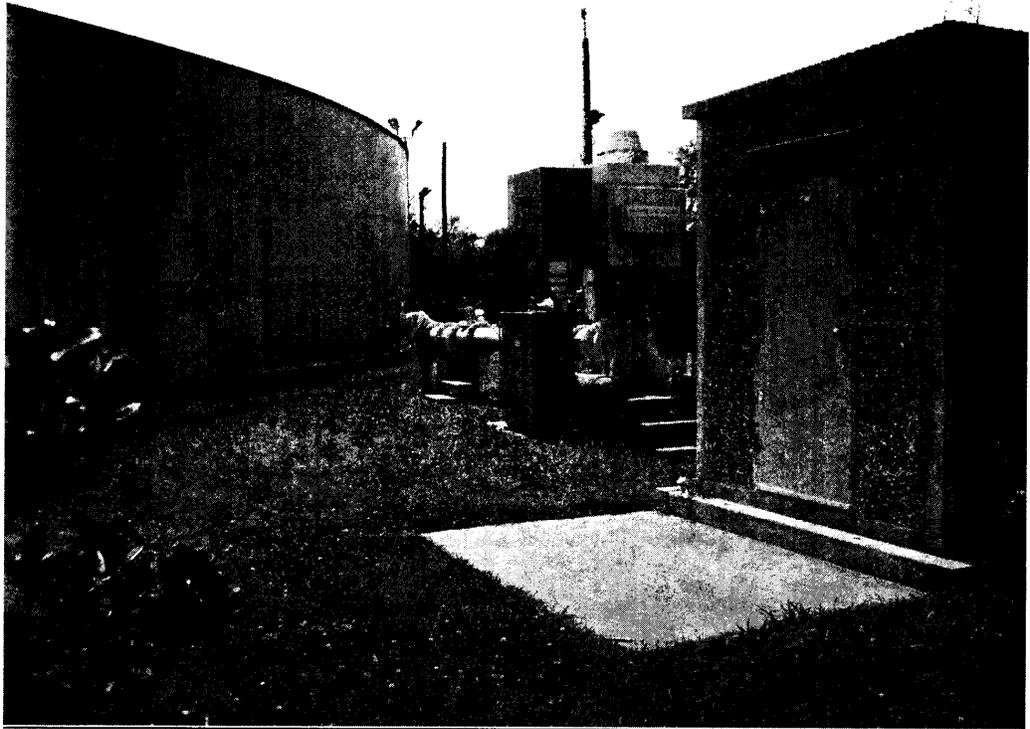
5. Heights Well 12 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



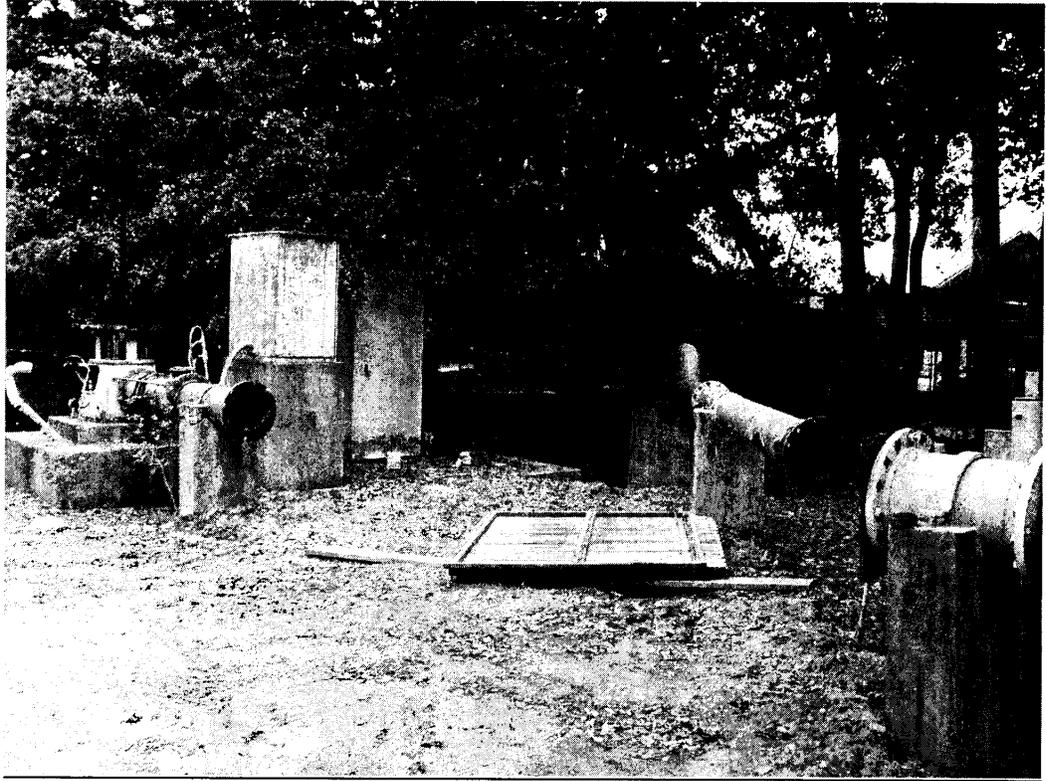
6. Heights Well 13 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



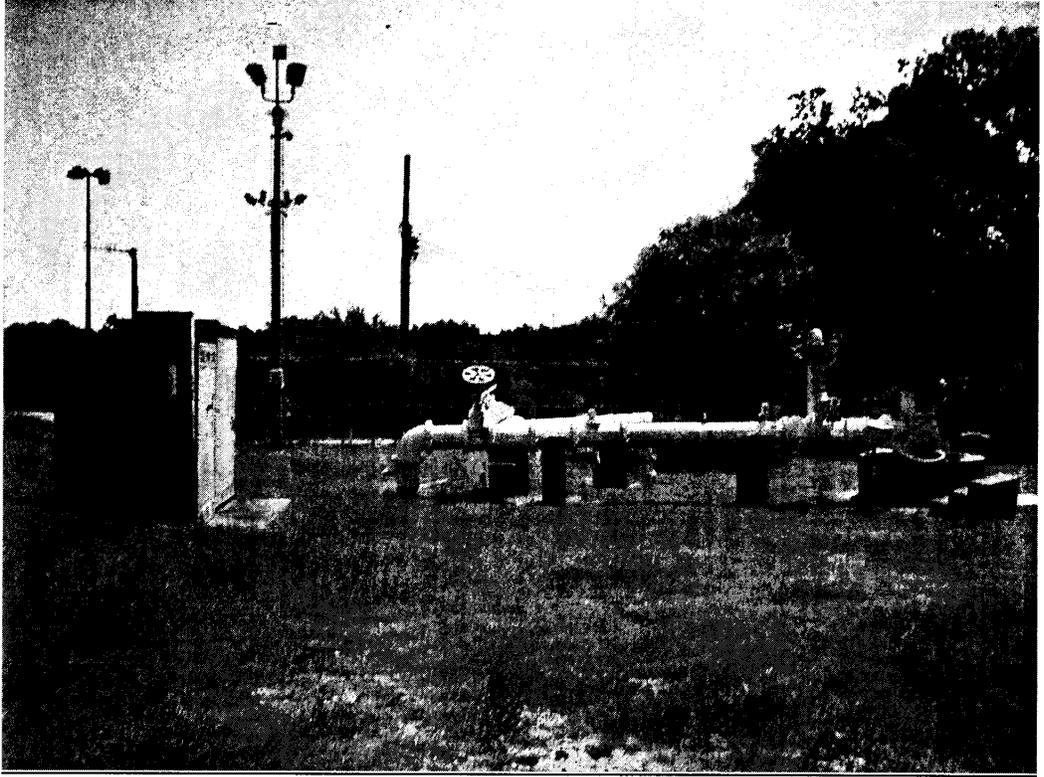
7. Heights Well 16 (On-Site with Tank)

FY13: Plugging of the Decommissioned Water Wells



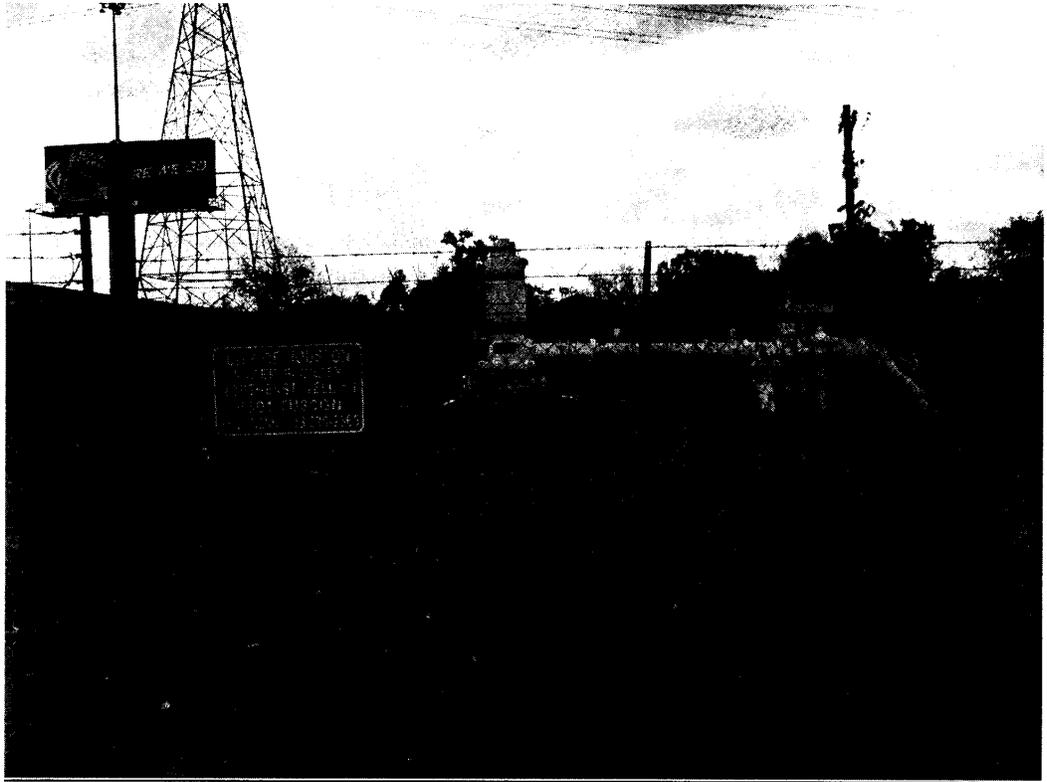
8. Southend Well 13 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



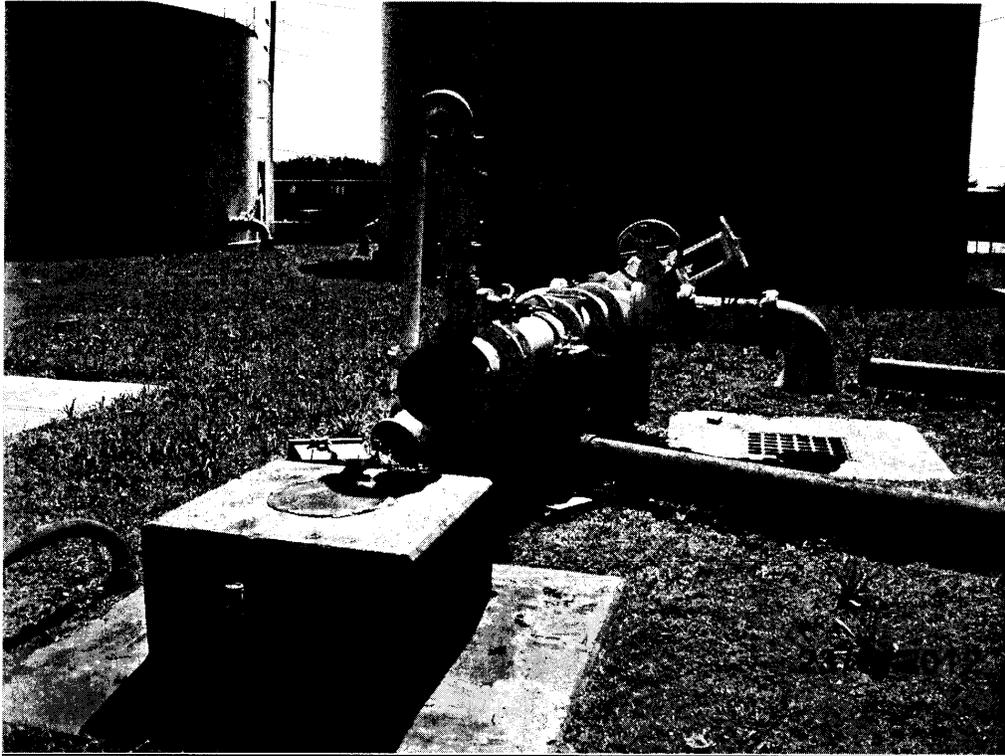
9. Central Well 21 (On-Site)

FY13: Plugging of the Decommissioned Water Wells



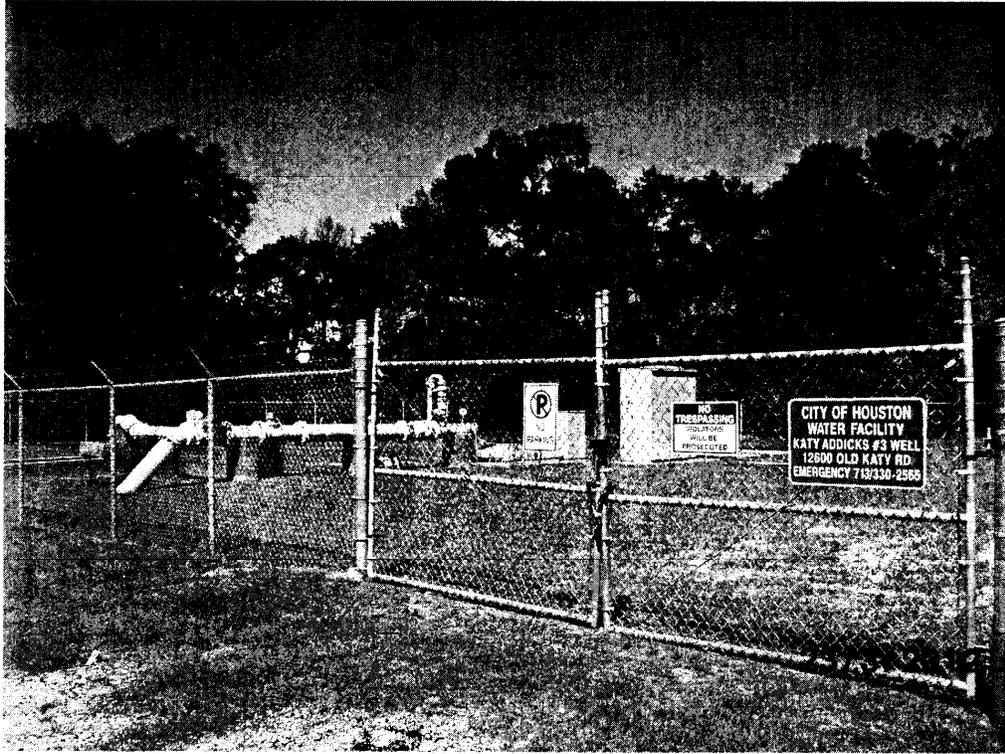
10. Northeast Well 6 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



11. District 139 Well 1 (On-Site)

FY13: Plugging of the Decommissioned Water Wells



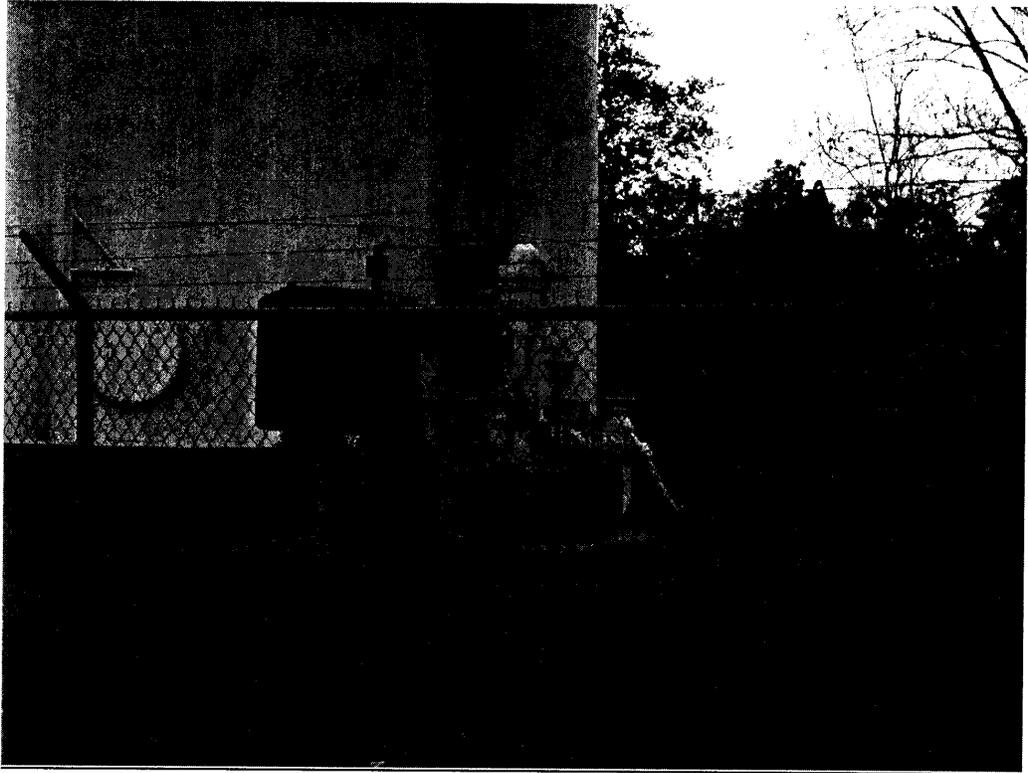
12. Katy Addicks Well 3 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



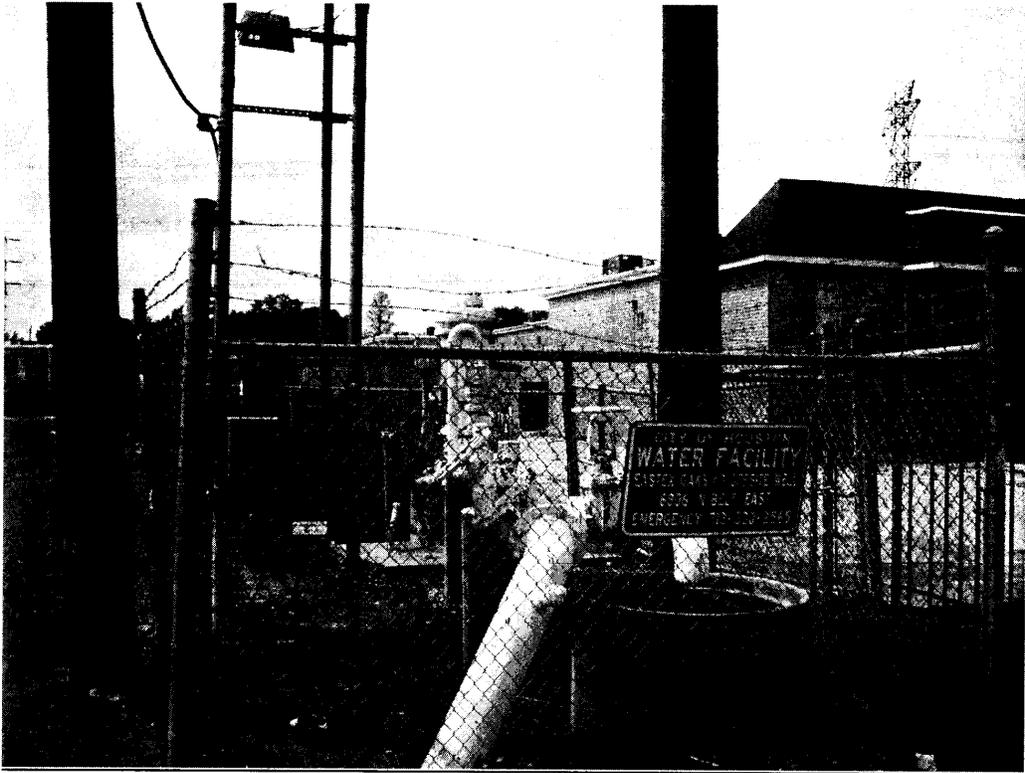
13. Eastex Oaks Well 1 (On-Site)

FY13: Plugging of the Decommissioned Water Wells



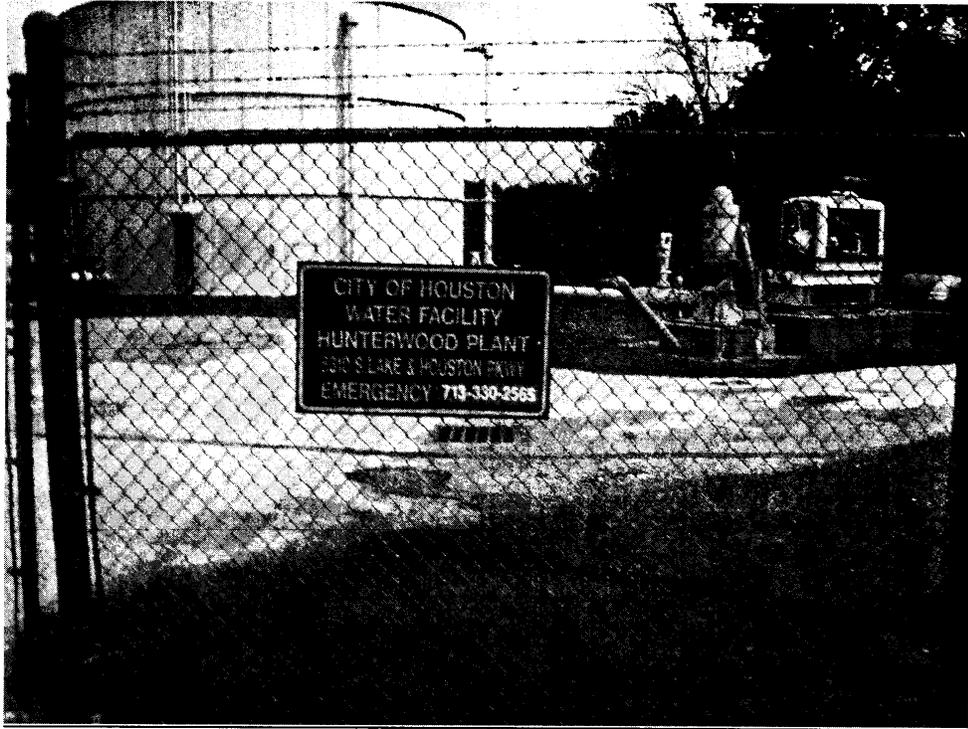
14. Eastex Oaks Well 2 (On-Site)

FY13: Plugging of the Decommissioned Water Wells



15. Eastex Oaks Well 3 (Off-Site)

FY13: Plugging of the Decommissioned Water Wells



16. Hunterwood Well 1 (On-Site)

A PDF version of the Offsite Water Well Photos can be viewed on the following web Link
<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24382>

END OF SECTION

SECTION C

CITY OF HOUSTON 2012 ENGINEERING WAGE SCALE

A PDF version of this Engineering Wage Scale can be viewed on the following web Link
<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24382>

GENERAL CONDITIONS

A PDF version of the General Conditions can be viewed on the following web link:
<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24382>

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.

CITY OF HOUSTON -- BIDDER'S BOND

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

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY

THESE PRESENTS:

COUNTY OF HARRIS

§

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

The condition of this obligation is that: ---

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

Bid No. S50-C24382

PLUGGING DECOMMISSIONED WATER WELLS

in accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 2012.

PRINCIPAL

By _____

By _____

Surety

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