



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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Mayor

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January 7, 2013

Subject: Letter of Clarification No. 3 to Invitation to Bid No. S50-C24445 to Provide Structural Remediation Services for the General Services Department

To: All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

- **To revise and replace the solicitation document in its entirety and respond to questions posed by perspective bidders:**

- 1.) The solicitation document dated November 30, 2012 is hereby revised in its entirety and replaced with the attached revised bid document marked, "**REVISED 12/26/2012**".
- 2.) The following questions and City of Houston responses are hereby incorporated and made a part of the Invitation to Bid:

Question No. 1 Please explain the procedure for getting other manufactures product approved. Does this have to be done prior to the bid? What is the cut-off date to send preliminary submittals for other manufactures products?

Answer: The Contractor shall be required to provide manufactures product test data by a third party. This will attest that their product meets the requirements. See the attached page 12 of 38 marked **REVISED 12/26/2012**.

Question No. 2 What is the safety factor required for the Helical Piles and who is the approved Geotechnical engineer referenced in note 4, under Helical Piles in the General notes, sheet S0.0?

Answer: The safety factor for Helical Piles is 2.0 for all cases, soil load bearing and pile carrying capacity. See the response to Question No. 3 which addresses geotechnical information and geotechnical engineer.

Question No. 3 Has the approved geotechnical engineer prepared a soil report? Is available for review?

Answer: Yes. A PDF version of the Geotechnical Reports for all three locations can be viewed on the following web link: <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

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- Question No. 4** Could any geotechnical data from original construction of these buildings exist?
- Answer:** See the response to Question No. 3.
- Question No. 5** The loads stated next to Helical Piles are defined as design loads. Yet on sheet S-2.0 of the 6000 Teague package, you define the design load next to a helical pier (slab support) as 18.7kips max. Is this the ultimate load required, or the maximum design load.
- Answer:** This is a maximum design load.
- Question No. 6** You have established some minimum depth criteria, for bidding purposes should all the Helical Pile bidders bid to a uniform length, say 25'? **Not needed if a geotech report is provided.**
- Answer:** See the response to Question No. 3.
- Question No. 7** The areas of 40-60kips design load may require multiple piers, is this allowed?
- Answer:** The number of piers has already been established. The load shown is for one helical pile.
- Question No. 8** Are stamped calculations required? Are shop drawings required? Please detail the necessary submittals.
- Answer:** Shop drawings and calculations are required and must be prepared by a licensed engineer in the State of Texas.
- Question No. 9** Is the contractor responsible for payments related to the different tastings performed by an independent testing laboratory?
- Answer:** Yes. The Contractor shall be required to submit the name of the laboratory it plans to use to the engineer for prior approval.
- Question No. 10** Is there any construction of walls, masonry or other types, in the scope of this project? If yes, please identify?
- Answer:** No, for the Indoor Shooting Range. This work will be done in Phase II, which is a separate project. There will be some demolition and reconstruction of walls at 6000 Teague. See the attached page 12 of 38, Section 1.5.2.1 marked REVISED 12/26/2012.
- Question No. 11** Will a GEOTECHNICAL Report be provided?
- Answer:** A PDF version of the Geotechnical Reports for all three locations can be viewed on the following web link: <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>
- Question No. 12** **Northwest Police Sub-Station, 6000 Teague Road.** Drawings provided for this project are dated 05.15.12 and are labeled "not intended for construction." Please provide the latest sealed and signed drawings.

Answer: See the attached pages 14 through 18 of 38 marked REVISED 12/26/2012, Section "B", Technical Specifications. A PDF version of the Northwest Police Sub-Station, 6000 Teague drawings can be viewed on the following web link: <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

Question No. 13 **Northwest Police Sub-Station, 6000 Teague Road.** On the construction area, please identify which wall shall be removed?

Answer: See attached page 12 of 38, Section 1.5.2.1 marked REVISED 12/26/2012.

Question No. 14 **Academic Building, Building "E".** Drawing S2.0 does not identify the exterior flooring area to receive piles 16-28 on S3.0 if it is concrete should it be demolished and replaced. If so, what is the final finish?

Answer: See attached page 12 of 38, Additional Work, Section 1.4.1.1 marked REVISED 12/26/2012.

Question No. 15 **Academic Building, Building "D".** Drawing S2.0 and S3.0 indicate the entire slab to be remove including the IT and Electrical rooms. Is this correct?

Answer: See attached page 27 of 38, Drawing Revision No. 3, Sheet No, S2.0 marked REVISED 12/26/2012. Drawing Sheet No. S3.0 is the repair plan. A PDF version of Drawing Revision No. 3, Sheet No. S2.0 can be viewed on the following web link: <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

Question No. 16 **Academic Building, Building "D".** The drawings indicate the walls and floor are to be removed. What will be done with the electrical circuits in these walls and floor? What will be done with the ceiling as it is tied to the wall?

Answer: See attached pages 9, 10 11 of 38, Indoor Shooting Range, "Demolition" Section 1.3.1 through 1.3.7 marked REVISED 12/26/2012 .

Note: No further questions will be accepted after the publication of this Letter of Clarification.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with The Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Bid Document Marked REVISED 12/26/2012

CITY OF HOUSTON

INVITATION TO BID

Issued: *November 30, 2012*

REVISED 12/26/2012

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, **January 17, 2013**, 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:

**STRUCTURAL REMEDIATION SERVICES
FOR THE GENERAL SERVICES DEPARTMENT
Bid No. S50-C24445
NIGP Code: 910-51/909-22**

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 Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room, #1 City Hall, 901 Bagby, at **10:00 a.m. on Wednesday, December 12, 2012. The site visits will be scheduled at the pre-bid conference.**

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

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

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

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

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

***CONTENTS:**

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

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

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

SECTION A



FORMAL ONE-TIME BID

**STRUCTURAL REMEDIATION SERVICES
FOR THE GENERAL SERVICES DEPARTMENT
Bid No. S50-C24445
NIGP Code: 910-51/909-22**

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 **Provide Remediation Services at the Houston Police Department's Northwest Command Station, located at 6000 Teague, Houston TX, Training Academy, Bldg. "E" (Indoor Shooting Range) and Bldg. "D" (Academic Building), located at 17000 Aldine Westfield, Houston TX for the General Services 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

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

Additional Required Forms to be Included with this bid:

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

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

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

Table 2
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00 / Insurance Endorsements
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Performance, Maintenance and Statutory Payment Bonds
2012 Building Construction Wage Rate

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than **4:00 PM, Friday, December 28, 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:

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

CITY BUILDING CODES:

All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. The Contractor will immediately correct any deficiencies discovered during work or after completion. Failure to correct deficiencies will result in the City having corrections made at the Contractor's expense.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the total amount bid by the Contractor. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

PERFORMANCE BOND and PAYMENT BOND:

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

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

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

MAINTENANCE BOND:

The Contractor shall furnish a maintenance bond in the total (100%) bid amount in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or its designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

QUALITY AND WORKMANSHIP:

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

SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate

equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

INTERLOCAL AGREEMENTS:

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

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

HIRE HOUSTON FIRST:

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of

Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

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

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

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 CITY 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 CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

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 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 CITY 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 Goods:

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 CITY 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 CITY 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 CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

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

- 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 N 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

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 ***foundation repairs and lifting using "Helical" piles, concrete saw-cutting and slab demolition, installation of new concrete slabs and demolition of concrete masonry unit (CMU) walls while maintaining the integrity of all utilities contained in the walls or underground.*** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed foundation repairs and lifting using "Helical" piles, concrete saw-cutting and slab demolition, installation of new concrete slabs and demolition of CMU walls while maintaining the integrity of all utilities contained in the walls or underground.** 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 its business: _____

2. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to its business: _____

3. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to its business: _____

4. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to its business: _____

**SECTION B
SCOPE OF WORK**

1.0 SUMMARY OF WORK:

- 1.1 The contractor shall be required to provide all supervision, labor, materials, equipment, tools, transportation and ancillary items necessary to provide remediation services at the Houston Police Department's Northwest Command Station, located at 6000 Teague, Houston TX, Training Academy, Bldg. "E" (Indoor Shooting Range) and Bldg. "D" (Academic Building), located at 17000 Aldine Westfield, Houston TX. All work shall be performed in strict accordance with the drawings and specifications contained therein.
- 1.2 The civil work to be performed at each project includes, but is not limited to; foundation repairs and lifting using "Helical" piles, concrete saw-cutting and slab demolition, installation of new concrete slabs and demolition of concrete masonry units (CMU) walls while maintaining the integrity of all utilities contained in the walls or underground.

1.3 *Training Academy, Bldg. "E", Indoor Shooting Range:*

Note: *This project has two phases. Phase 1, Structural remediation. Phase 2, is the build-back, which shall be a separate contract and permit. The Houston Police Department (HPD) has chosen to re-design the floor plan and re-build interior walls with CMU and has increased the structural remediation scope of work. In order to accommodate the new design all the underground plumbing and structural remediation, such as grade beams shall be included in Phase 1.*

DEMOLITION:

1.3.1 *ELECTRICAL / VOICE & DATA:*

1.3.1.1 *All electrical in walls shall be demoted to J-boxes above ceilings. If electrical power comes from below, remove all conduit and wiring, EXCEPT ANY THAT FEED THE CONTROL ROOM, SERVER ROOM OR THE ELECTRICAL ROOM. The power to these three rooms shall be maintained. In the event that a shut-down of either is required, the contractor shall be required to notify the City of Houston representative for prior approval.*

1.3.1.2 *All lighting shall be removed and properly disposed.*

1.3.1.3 *All data and voice lines shall be carefully rolled up and hung from the structure above and stored safe.*

1.3.2 *PLUMBING:*

1.3.2.1 *The Contractor shall be required shut off the gas main prior to demolition of any kind. (Mechanical plans for this building are not available at this time).*

1.3.2.2 *Remove all plumbing fixtures and properly dispose.*

1.3.2.3 All underground plumbing shall be removed and capped where it enters the building. (See section below, "NEW WORK")

1.3.3 GENERAL DEMOLITION:

1.3.3.1 The walls of the server room, the control room, and the electrical room are to be left intact. The server room shall be protected from dust and debris. (See HVAC below for further details).

1.3.3.2 Remove all vinyl flooring and dispose of properly.

1.3.3.3 Remove all Ceiling tile and grid within the designated area, as shown on Drawing Sheet No. S2.0 – Revision # 3.

1.3.3.4 Remove and dispose of all doors, frames and millwork within the designated area.

1.3.3.5 Demo all interior CMU walls to structure within the designated area, as shown on Drawing Sheet No. S2.0 - Revision # 3.

1.3.4 Heating Ventilation and Air Conditioning System (HVAC):

1.3.4.1 The HVAC System shall be changed out during Phase II. The Contractor shall be required to provide a spot cooler to keep the server room cooled if necessary.

1.3.5 DUST WALLS AND PROTECTION:

1.3.5.1 The Contractor is to add the cost of constructing a solid dust wall/construction barrier to separate the construction area from the firing range and control room. The City requires at a minimum, a 3/8" X 8'-0" plywood and poly above as needed to contain dust.

1.3.6 SLAB DEMOLITION:

1.3.6.1 The Contractor shall be required to remove CMU walls and grade beams below each interior wall to make way for the new "Grade Beams".

1.3.7 MISCELLANEOUS:

1.3.7.1 The Contractor shall be required to dis-connect the electrical to an A/C window unit and move the "Con-Ex" box from against the building where some of the underpinning is to be installed, to a slot about 20' feet away. The box will remain in the new location permanently. The Contractor shall be responsible for providing railroad ties to be used to properly support the "Con-Ex" box. The Contractor shall also extend the existing electrical conduit & conductors back to the existing AC unit. Check operation.

- 1.3.7.2** *The Contractor shall be required to remove the wood patio and awning away from the building and re-install in the same location when the underpinning is installed and complete.*



NEW WORK

1.3.8 PLUMBING:

- 1.3.8.1** *The Contractor shall be required to install new underground sanitary lines using schedule 40 PVC. Drawing Plan A Sheet No. (A1.0 – DIMENSIONED PLAN) is provided as part of this clarification for reference and bidding purposes. An engineered plumbing plan will be generated and approved by the City code enforcement prior to beginning the work. The Contractor shall also, be required to rough-in and stub up the sanitary and water main and cap. The remaining above ground plumbing work, including water lines, will be assigned to the Phase 2 project.*

1.3.9 ADDITIONAL DEMOLITION/STRUCTURAL:

- 1.3.9.1** *The Contractor shall include the cost of grade beams in its proposal. The new CMU walls must be 6” and laid to the deck. Drawing Sheet No. A1.0 – DIMENSIONED PLAN shall be used for reference only. An engineered drawing will be made available in the near future.*
- 1.3.9.2** *Drawing Sheet No. S2.0 Demolition has been revised, Revision #3 dated 12 /26/ 2012. Delete or disregard earlier versions of S2.0*
- 1.3.9.3** *The building is in the 100 year flood plain. The Flood Management Office of Code Enforcement requires additional Inspections. The Contractor shall be required to provide the first inspection before any work begins. The others are listed on the permit set of drawings.*

1.3 Training Academy, Bldg. "D", Academic Building:

1.4.1 ADDITIONAL WORK:

1.4.1.1 The Contractor shall be required to replace the pavers at the recessed entry way, including the concrete base after the underpinning is complete. The new pavers must be reasonably close in color and appearance to the existing. The City representative will make the final approval.

1.4.1.2 The building is in the 100 year flood plain. The Flood Management Office of Code Enforcement requires additional Inspections. The Contractor shall be required to provide the first inspection before any work begins. The others are listed on the permit set of drawings.

1.4.1.3 See Drawing Sheet No. S1.0, EXISTING CONDITIONS ACADEMIC.

1.5 Northwest Command Station – 6000 Teague:

DEMOLITION

1.5.1 DUST WALLS AND PROTECTION:

1.5.1.1 The Contractor shall add the cost of constructing a solid dust wall/construction barrier to separate the construction area from the occupied side. The City requires at a minimum, a 3/8" X 8'-0", plywood and poly above as needed to contain dust.

1.5.2 WALL DEMOLITION:

1.5.2.1 The Contractor shall be required to remove entirely and properly dispose of the glazed block wall to deck, between the Captains office and the locker room. The Contractor shall also be required to rebuild the wall using 3 5/8" 20 ga. metal studs w/ two layers of 5/8" type X sheet rock to deck and insulate for sound w/ 3 1/2" fiberglass insulation.

1.5.2.2 The Contractor shall be required to rebuild other walls demoed as needed to facilitate the underpinning, rebuilt to match.

1.5.2.3 Attached, find the five structural drawings permitted set dated, 7/11/2012, nos. (S0.0 – S1.0 – S2.0 – S2.1 – S3.0). Disregard the earlier version.

1.6 City Approved Helical Testing: REVISED 12/14/2012 (LOC 1)

1.6.1 The Contractor shall be required to have City approved equal Helicals certified by an approved third-party testing laboratory showing that they

have met all specifications for steel type, coatings and loads etc. and that they meet the same certification that "Ram-jack" has acquired through the International Code Council (I.C.C.) testing. The Contractor shall be required to provide City approved equal test responses on or before the end of business on December 21, 2012.

REVISED 12/26/2012

1.7 *The Contractor shall be required to identify all underground utilities prior to saw-cutting or demolition of the slabs. This includes gas, electrical and plumbing.*

1.8 **Geotechnical Reports:**

1.8.1 *A PDF version of the Geotechnical Reports for all three locations can be viewed on the following web link:*
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

1.9 **SECURITY:**

1.9.1 *The Contractors employees shall be required to pass a background check prior to working on all of the three sites by the Houston Police Department (HPD). The process takes three days and everyone must carry identification. Anyone convicted of a Felony or has been convicted of a Misdemeanor in the last ten years will not be allowed on-site.*

2.0 **PERFORMANCE TIME:**

2.1 The Contractor shall have **90 calendar days** at the Northwest Command Station to complete all work associated with this project after receipt of the Notice – To – Proceed.

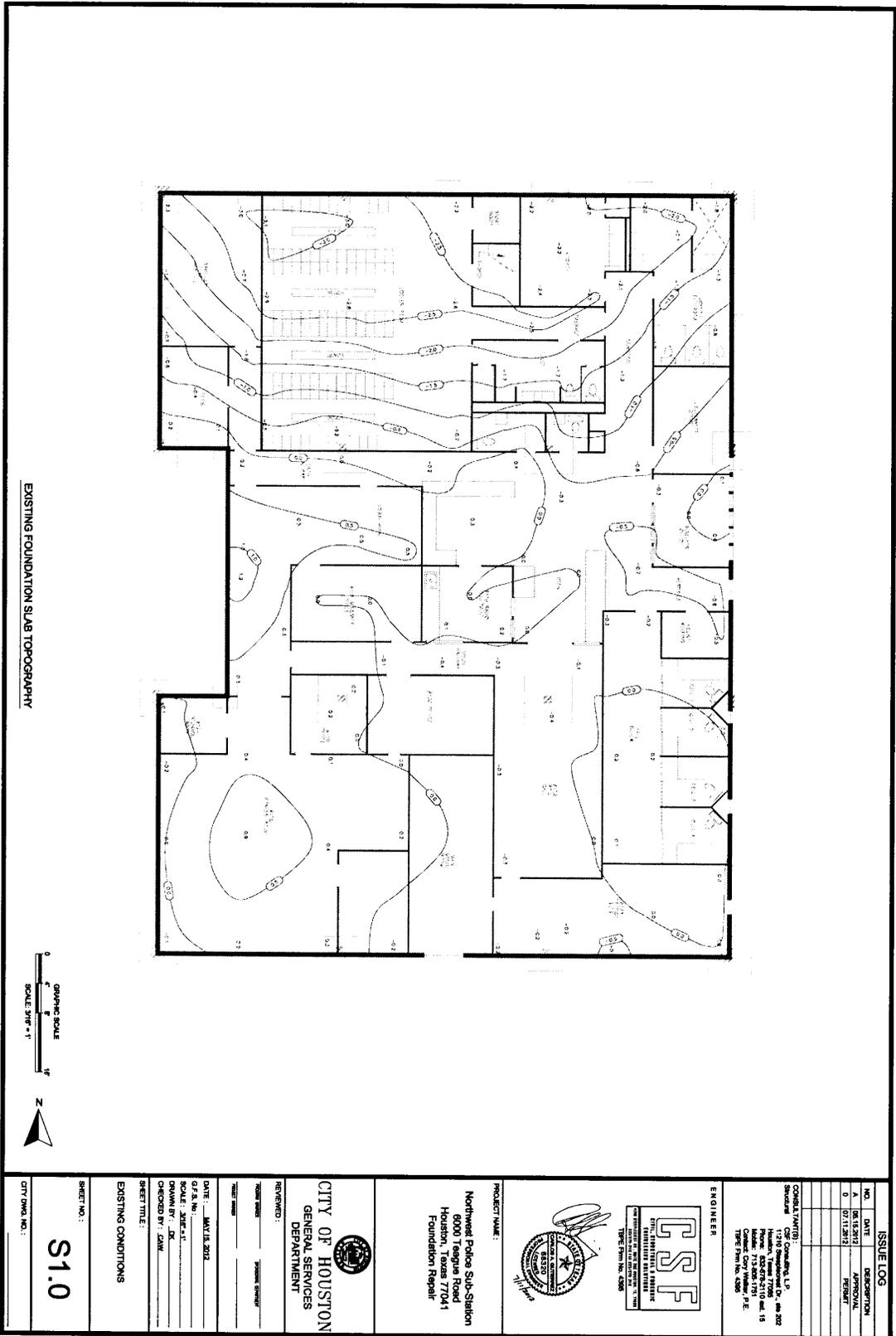
2.2 The Contractor shall have **120 calendar days** at the Indoor Shooting Range, Building "E" to complete all work associated with this project after receipt of the Notice – To – Proceed.

2.3 The Contractor shall have **90 calendar days** at the Academic Building, Building "D", to complete all work associated with this project after receipt of the Notice – To – Proceed.

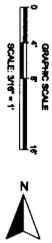
3.0 **WARRANTY:**

3.1 The Contractor shall warranty all materials, equipment and workmanship for **one-year** from the date of full acceptance of the work.

END OF SECTION



EXISTING FOUNDATION SLAB TOPOGRAPHY



ISSUE LOG

NO.	DATE	DESCRIPTION
1	06/15/2012	APPROVAL
0	07/11/2012	REVISION

ENGINEER



PROJECT NAME:

Northwest Police Sub-Station
 8000 Teague Road
 Houston, Texas 77041
 Foundation Repair

CITY OF HOUSTON
 GENERAL SERVICES
 DEPARTMENT

REVISIONS:

NO.	DATE	DESCRIPTION

DATE:

MAY 18, 2012

DRAWN BY:

JDK

CHECKED BY:

JDK

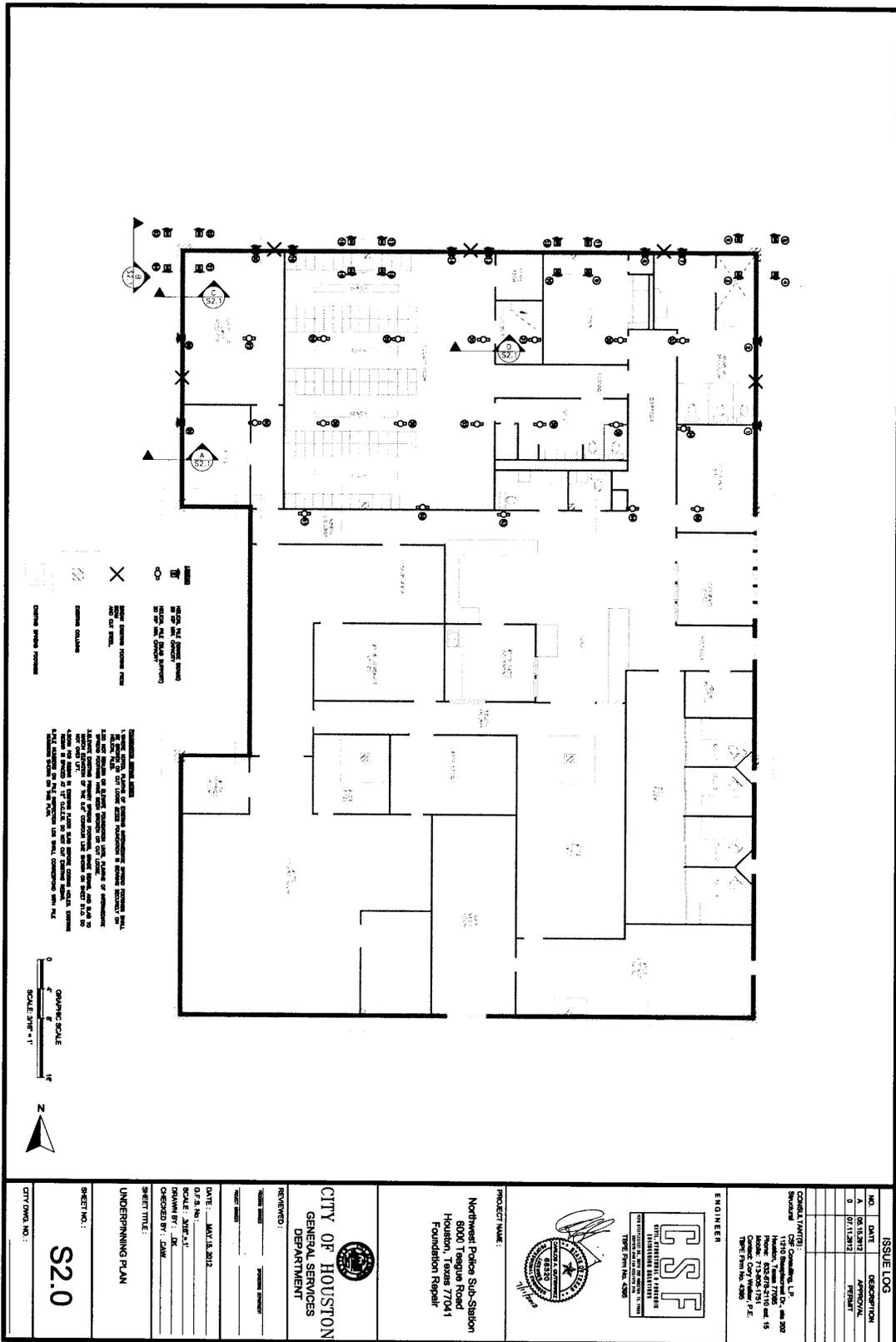
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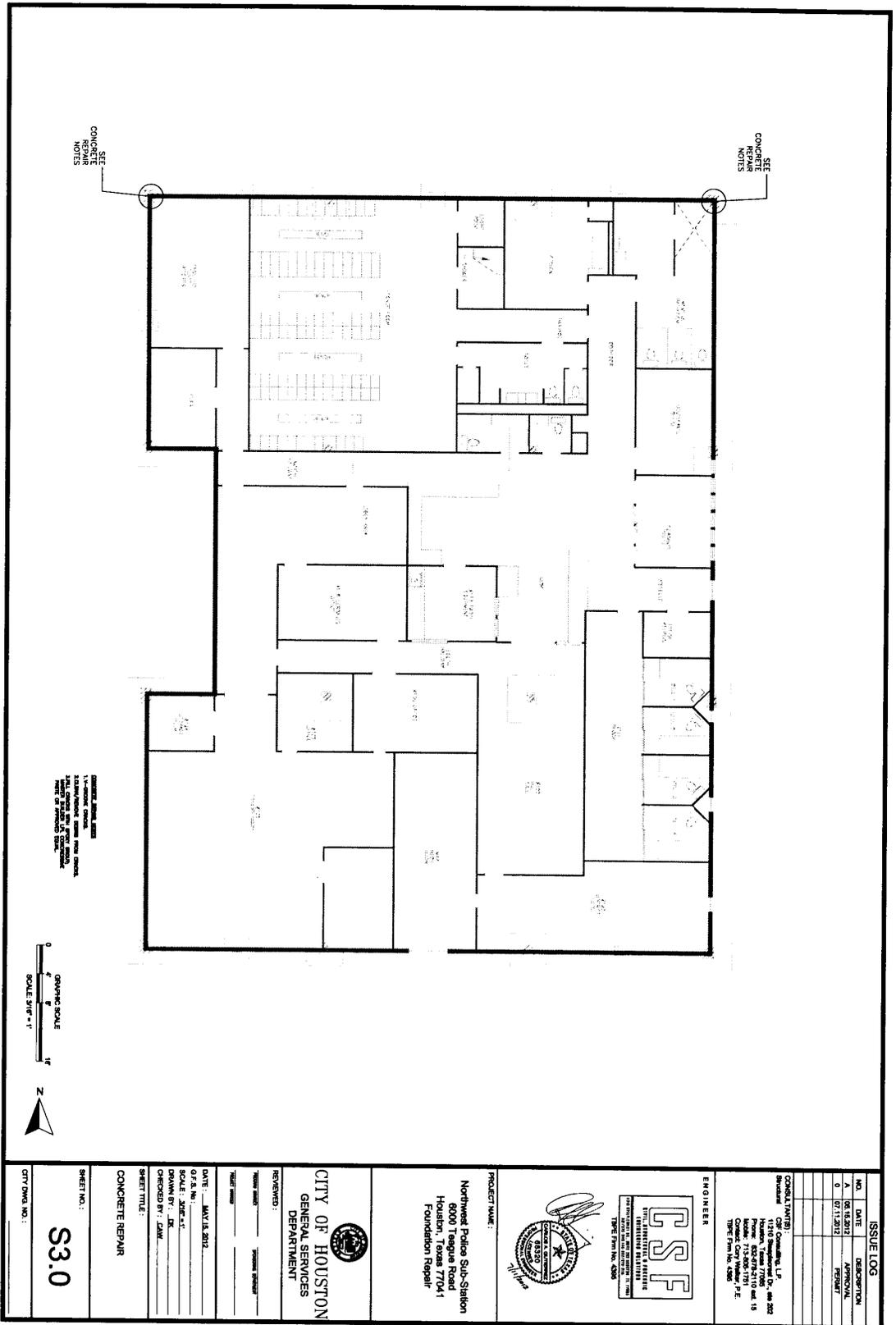
EXISTING CONDITIONS

SHEET NO.:

S1.0

CITY DWG. NO.:



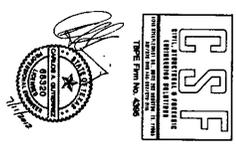


ISSUE LOG

NO.	DATE	DESCRIPTION
1	05/18/2012	APPROVAL
0	07/11/2012	REVISION

CONSULTANTS
 CCF Consulting, L.P.
 11210 Springwood Dr., Suite 202
 Houston, Texas 77036
 Phone: 281-476-2110 ext. 16
 Fax: 281-476-2111
 www.ccf-engineers.com
 THE Firm No. 4387

ENGINEER



PROJECT NAME:

Northwest Police Sub-Station
 8000 Teague Road
 Houston, Texas 77041
 Foundation Repair

CITY OF HOUSTON
 GENERAL SERVICES
 DEPARTMENT

REVISIONS:
 REVISION NO. _____ REVISION DESCRIPTION _____
 DATE: MAY 18, 2012
 SCALE: 3/8" = 1'-0"
 DRAWN BY: JDE
 CHECKED BY: JDM
 SHEET TITLE:
 CONCRETE REPAIR

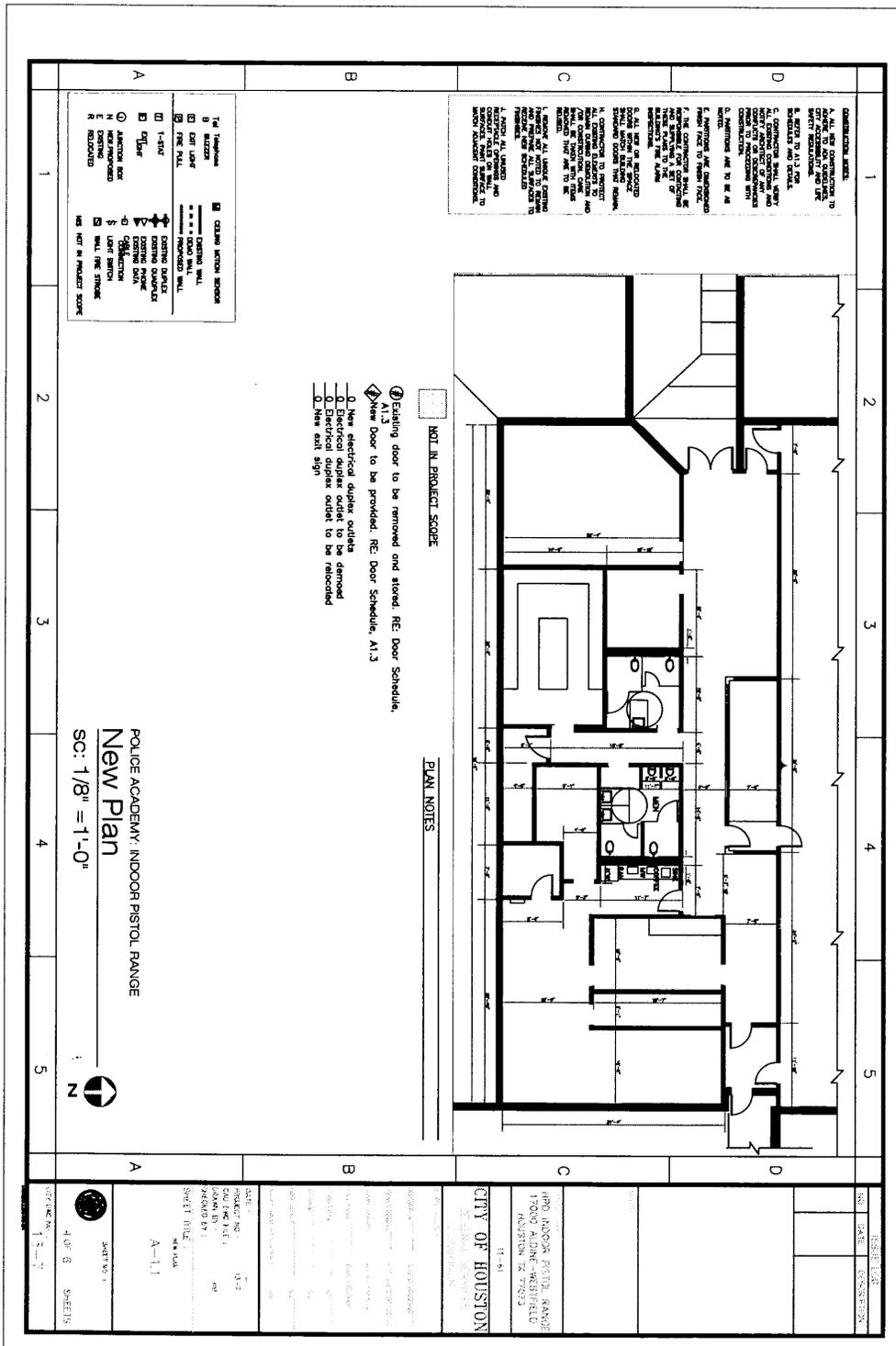
SHEET NO.: **S3.0**

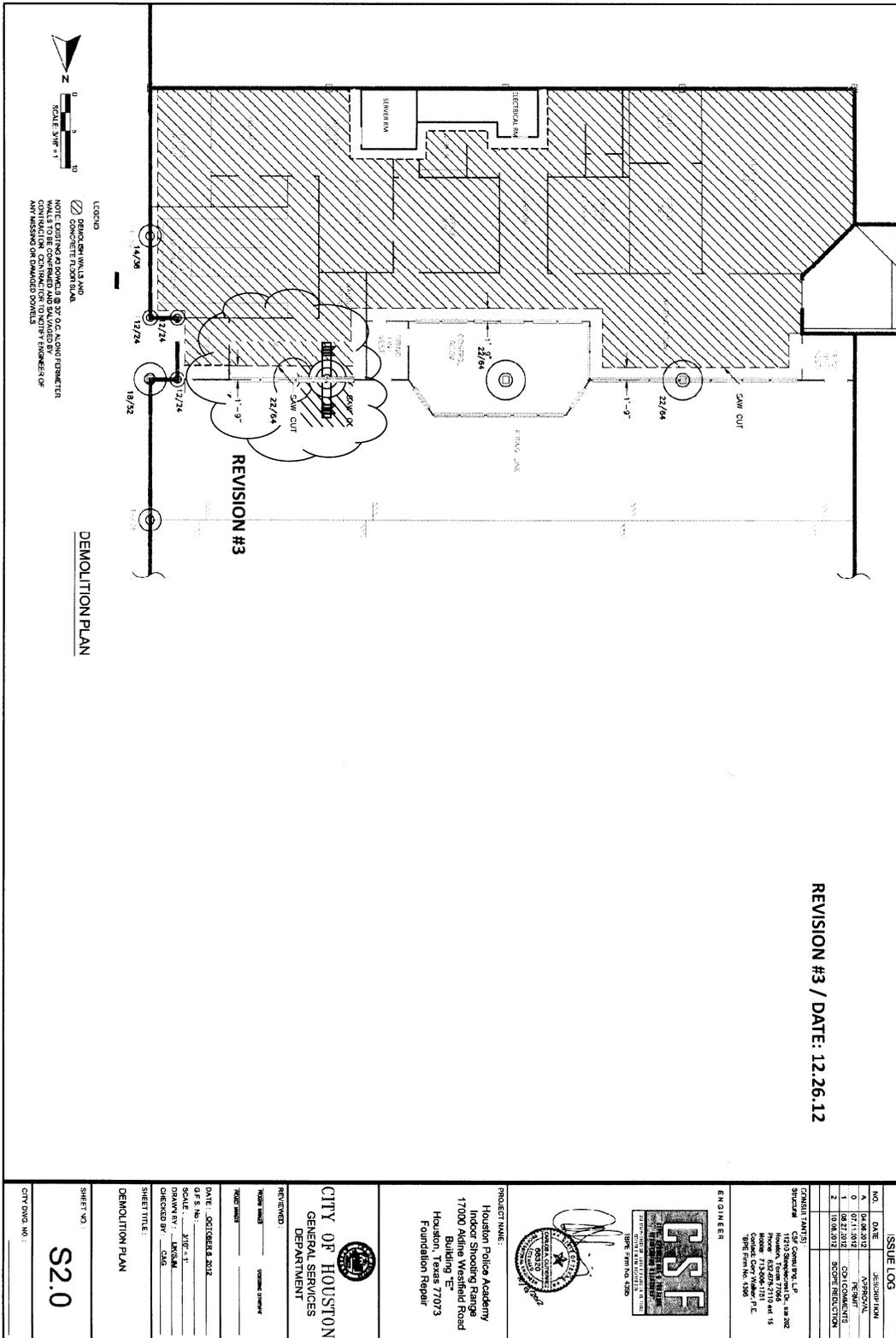
CITY DWG. NO.:

Police Academy Indoor Shooting Range, Building "E"

REVISED 12/26/2012

The Contractor shall have 120 calendar days to complete all work associated with this project after receipt of the Notice – To – Proceed.





REVISION #3 / DATE: 12.26.12

ISSUE LOG

NO.	DATE	DESCRIPTION
1	04.08.2012	ISSUE FOR PERMITS
2	10.08.2012	SCOPE REDUCTION

CONSULTANTS

CFP Consulting, L.P.
 Houston, Texas 77066
 Phone: 713.266.4111
 Website: www.cfp.com
 State of Texas License No. 1586

ENGINEER

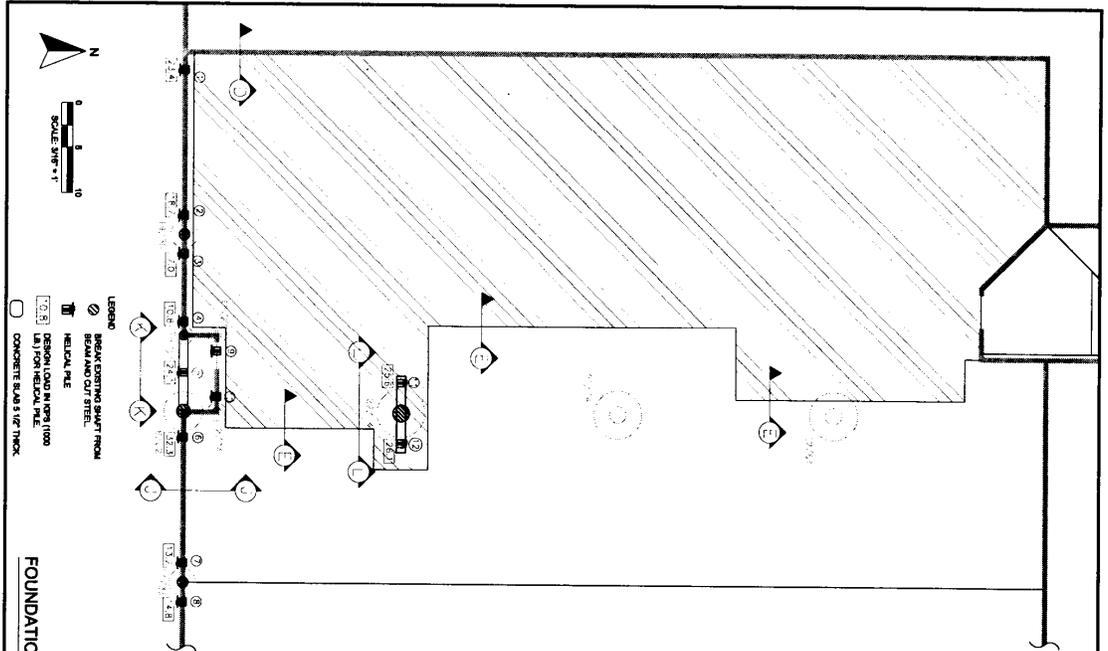


PROJECT NAME:
 Houston Police Academy
 Houston, Texas 77066
 17000 Adline Woodfield Road
 Building "E"
 Houston, Texas 77073
 Foundation Repair

CITY OF HOUSTON
 GENERAL SERVICES
 DEPARTMENT

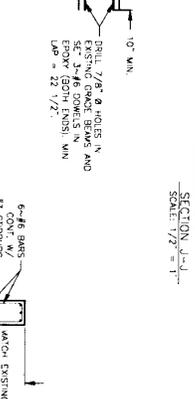
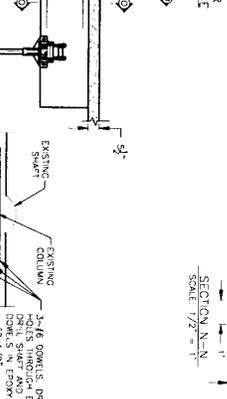
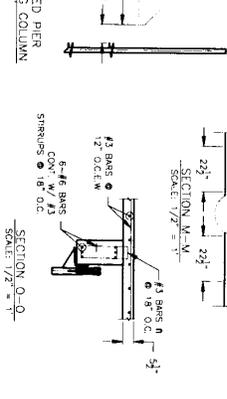
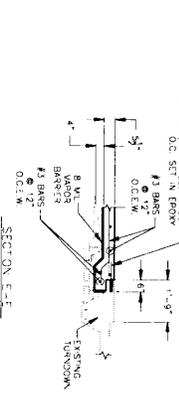
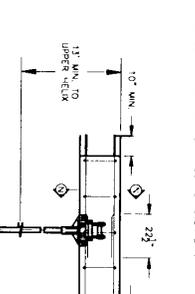
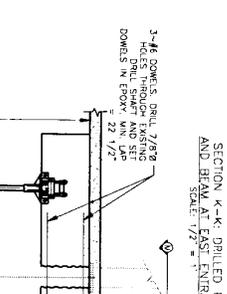
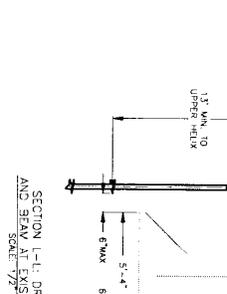
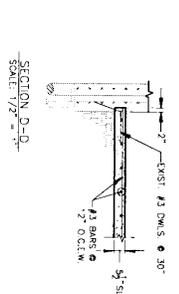
REVIEWED: _____
 PROJECT NUMBER: _____
 DATE: OCTOBER 8, 2012
 Q.P.S. No.: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SHEET TITLE: DEMOLITION PLAN

SHEET NO.: **S2.0**
 CITY DRAWING NO.: _____



- LEGEND**
- ⊗ BREAK EXISTING SWIFT FROM BEAM AND CUT STEEL
 - ⊕ HELICAL PILE
 - ⊖ ORIGINAL LOAD IN PERCENT (L) FOR HELICAL PILE
 - CONCRETE SLAB 3/16\"/>

FOUNDATION REPAIR PLAN A.T. 2

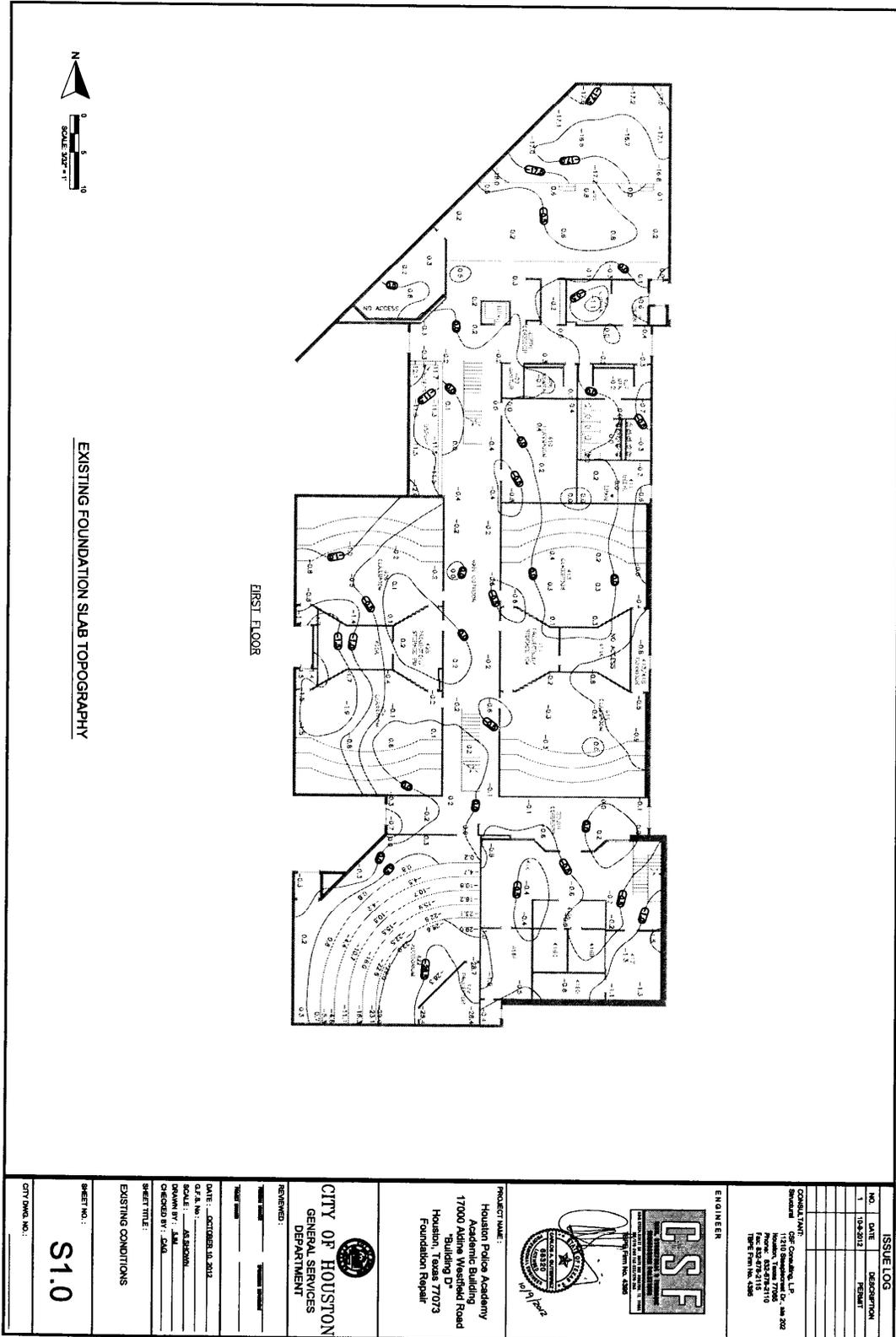


FOUNDATION NOTES

1. EXISTING PIERS BEAM AT B' BELOW GRADE. HELICAL PILES SHALL BE INSTALLED AS CLOSE TO EXISTING BEAMS AS POSSIBLE. EXCAVATION MAY BE NECESSARY TO LOCATE EXISTING PIERS.
2. WHERE NOTED, SWIFTS OF EXISTING PIERS SHALL BE CUT WHERE BEAMS ARE BEING CUT. DO NOT OVER CUT ORIGINAL VERTICAL ALIGNMENT. DO NOT OVER CUT
3. EXISTING EXISTING GRADE BEAM AS NECESSARY TO RECON

8\"/>

<p>ISSUE LOG</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>04.13.2012</td> <td>ISSUE LOG</td> </tr> <tr> <td>1</td> <td>07.17.2012</td> <td>PERMIT</td> </tr> <tr> <td>2</td> <td>10.23.2012</td> <td>CON COMMENTS</td> </tr> <tr> <td>3</td> <td>10.23.2012</td> <td>CON COMMENTS</td> </tr> <tr> <td>4</td> <td>10.23.2012</td> <td>CON COMMENTS</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	0	04.13.2012	ISSUE LOG	1	07.17.2012	PERMIT	2	10.23.2012	CON COMMENTS	3	10.23.2012	CON COMMENTS	4	10.23.2012	CON COMMENTS	<p>ENGINEER</p> <p>CSF CONSULTING, L.P. 10000 Westchase Road, Suite 200 Houston, Texas 77036 Project: 1222078-2110, A.T. 15 Drawing: 15-01, FOUNDATION REPAIR Contract: CSM, Houston, TX Issue Form No. 008</p>
NO.	DATE	DESCRIPTION																		
0	04.13.2012	ISSUE LOG																		
1	07.17.2012	PERMIT																		
2	10.23.2012	CON COMMENTS																		
3	10.23.2012	CON COMMENTS																		
4	10.23.2012	CON COMMENTS																		
<p>PROJECT NAME: Houston Police Academy Indoor Shooting Range 17000 Alamo Westfield Road Building "E" Houston, Texas 77073 Foundation Repair</p>		<p>CITY OF HOUSTON GENERAL SERVICES DEPARTMENT</p>																		
<p>DATE: OCTOBER 8, 2011 DATE NO.: 15-01 DESIGNER: JEFFREY L. TAYLOR DRAWN BY: DEBRAJ CHECKED BY: CMO</p>		<p>REVISIONS:</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION															
NO.	DATE	DESCRIPTION																		
<p>SHEET TITLE: FOUNDATION REPAIR PLAN</p>		<p>PROJECT NO.: S3.0</p>																		
<p>CITY DWS NO.:</p>																				



EXISTING FOUNDATION SLAB TOPOGRAPHY

FIRST FLOOR

ISSUE LOG

NO.	DATE	DESCRIPTION
1	10-2-2012	PERMIT

CONSULT STAMP:
 CSE Consulting, L.P.
 11210 Westheimer Road, Suite 202
 Houston, Texas 77042
 Phone: 281-478-2110
 Fax: 281-478-2110
 State Permit No. 1288

ENGINEER



PROJECT NAME:

Houston Police Academy
 Academic Building
 17000 N. Westfield Road
 Building D
 Houston, Texas 77073
 Foundation Repair



CITY OF HOUSTON
 GENERAL SERVICES
 DEPARTMENT

REVISIONS:

DATE: OCTOBER 16, 2012

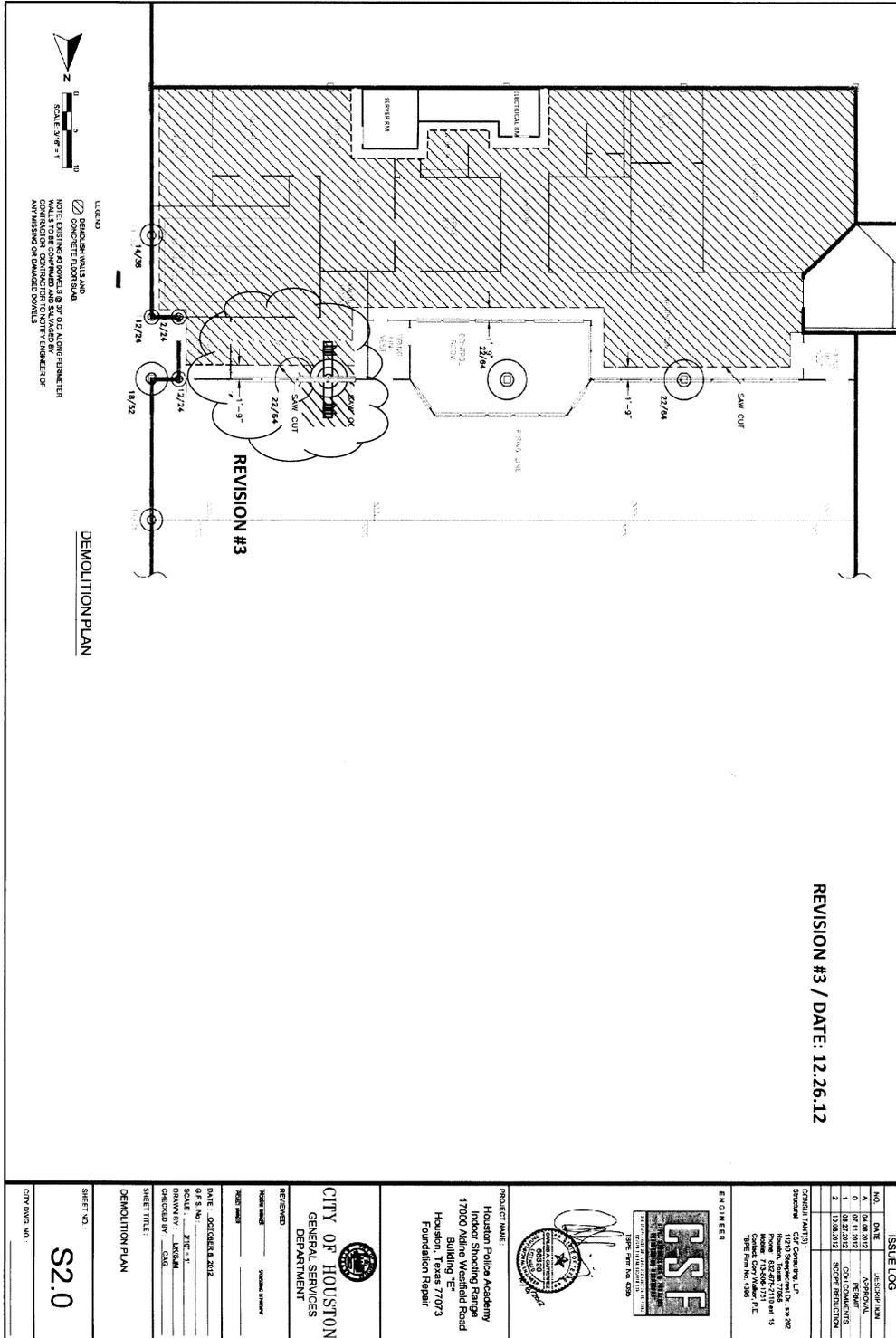
SCALE: AS SHOWN

DRAWN BY: JAM
 CHECKED BY: LAM

SHEET TITLE:

SHEET NO.: S1.0

CITY DRAW. NO.:



**SECTION C
BUILDING WAGE SCALE**

A PDF version of the Building Wage Scale can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

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=C24445>

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2011 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 \$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.

ATTEST, SEAL: (if a corporation) _____

WITNESS: (if not a corporation) _____ Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: _____
Full Name of Surety

(SEAL) _____
Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date

PERFORMANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____

_____ all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

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

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

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

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

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

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

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

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

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

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

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

Name of Principal) _____

(Address of Principal) _____

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

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

Date

Paralegal

STATUTORY PAYMENT BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date

A PDF version of the Bid Document marked, REVISED 12/26/2012 can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24445>

END OF DOCUMENT