



CITY OF HOUSTON

INVITATION TO BID

Issued: *March 15, 2013*

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, April 11, 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:

REMOVE EXISTING ACTUATORS AND FURNISH AND INSTALL NEW ACTUATORS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

Bid No. S50-C24539

NIGP Code: 175-49/220-04/890-28

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, March 27, 2013. 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
REMOVE EXISTING ACTUATORS AND FURNISH AND INSTALL NEW ACTUATORS
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Bid No. S50-C24539
NIGP Code: 175-49/220-04/890-28**

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

The undersigned hereby offers to provide services necessary to **Remove Existing Actuators and Furnish and Install New Actuators at the Sims Bayou North Wastewater Treatment Plant, located at 9500 Lawndale, Houston, Texas 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

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
Contractor References
10% Bid Bond

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

Table 2
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00 / Insurance Endorsements
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Pay or Play Form 3 / List of Subcontractors
Performance, Maintenance and Statutory Payment Bonds
2013 Engineering Construction Wage Decision

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, Monday, April 1, 2013.**

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 bidder shall be required to provide and submit with its bid a Bid Bond in the amount of 10% of the total amount. 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.

QUIET PERIOD/NO CONTACT:

Starting on the date proposals to an RFP (or bids to an ITB) are due and expiring on the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award ("Quiet Period"), actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting members of City Council or any City employees other than the contracting officer, in any manner regarding the issued RFP or ITB. Actual and prospective respondents or bidders include those respondents or bidders who have received notice that they have not been chosen as finalists for any solicitation. Actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are expressly prohibited from offering, presenting or promising gratuities, favors, or anything of value to any member of an evaluation committee or any appointed or elected official or employee of the City of Houston, their families or staff members.

Notwithstanding the foregoing, the following types of communication only are exempt and shall be permitted by respondents and bidders during the Quiet Period:

- Respondent's formal response to the RFP;
- Communications publically made during the official pre-bid conference;
- Written requests for clarification during the period officially designated for such purpose by the contracting officer; and
- Communications during an oral interview, scheduled at the request of and for the benefit of the City's evaluation committee, if any.

During the Quiet Period, the solicitation contact person shall serve as the sole point of contact for any actual or prospective respondents. Nothing in this section shall prevent the respondent from making public statements to

the City Council after the Quiet Period.

As part of their bid or RFP responses, respondents or bidders shall attest that they understand and agree not to contact any members of City Council or City employees—other than the solicitation contact person—during the Quiet Period and acknowledge that any such contact shall be grounds for disqualification from the bid or RFP process.

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 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

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 **removing, furnishing and installing actuators** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed removing, furnishing and installing actuators.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

2. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

3. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

4. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to this business: _____

SECTION B
SCOPE OF WORK / SPECIFICATIONS

PART I

1.0 SCOPE OF WORK FOR BID LINE ITEM NOS. 1 & 4:

- 1.1 **Item No. 1.** The Contractor shall be required to provide all supervision, labor, materials, equipment, tools, transportation and ancillary items necessary to remove and properly dispose of the 28 existing Rotork actuators at the Sims Bayou North Wastewater Treatment Plant (SBNWWTP), located at 9500 Lawndale, Houston, TX. The disposition of the aforementioned actuators must be done in strict accordance with federal, state and local codes and regulations.
- 1.2 **Item No 4.** The Contractor shall all labor, materials, equipment, tools, transportation, supervision and ancillary items necessary to install 28 new motor operated gate valve actuators (fourteen 1800 RPM and fourteen 3600 RPM) at the SBNWWTP, located at 9500 Lawndale, Houston, Texas, in strict accordance with the **manufacturer's recommended installation methods** and in accordance with applicable federal, state and local codes and regulations.

2.0 GENERAL SCOPE OF WORK FOR BID LINE ITEM NOS. 2 & 3 (See Part II for Technical Specifications)

- 2.1 The Contractor shall be required to furnish 14, 1800 RPM and 14, 3600 RPM motor operated gate valve actuators as per the technical specifications herein.
- 2.2 The new actuators must be installed with no/minimal modifications to the existing infrastructure. Any minimal modification required to install the new actuators to the existing infrastructure shall be the responsibility of the Contractor with no additional cost to the City.
- 2.3 All work shall be completed in strict accordance with federal, state and local regulations, laws and codes. In addition, the Contractor shall be required, at its own expense, to secure approval of the installation drawings/plans from the City of Houston Public Works and Engineering Department Wastewater Operations.

3.0 PERFORMANCE TIME:

- 3.1 The Contractor shall have **90 Calendar Days** to complete all work associated with this project after receipt of the Notice – To – Proceed.

4.0 WARRANTY:

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

5.0 SPECIFIED EQUIPMENT OR EQUIVALENT:

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

6.0 BRAND NAME OR TRADE NAME:

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

7.0 DELIVERY INSTRUCTIONS:

- 7.1 The final delivery and installation details shall be coordinated with Mr. Hollis Weeks, Sims Bayou North Wastewater Operations, Phone # 832-395-5080.

END OF SECTION

TECHNICAL SPECIFICATIONS

PART II

LINE ITEM NO. 2 - Motor Operated Gate Valve Actuator:

- 1.0 Reference manufacturer: **LIMITORQUE; Model No. L120-10-5-1800**, or *City approved equal*.
- 1.1 Motor Operated Gate Valve Actuator Specifications:
 - 1.1.1 Actuator
 - 1.1.1.1 Actuator must be flanged coupled to existing sluice gates.
 - 1.1.1.2 460 vac; 3 Phase.
 - 1.1.1.3 60 Hertz.
 - 1.1.1.4 Full integral BIC.
 - 1.1.1.5 3-2-3 Control Station.
 - 1.1.1.6 Threaded Stem Nut.
 - 1.1.1.7 All required fittings, parts and modifications.
 - 1.1.2 Motor
 - 1.1.2.1 Four-pole 1800 RPM (60Hz)
 - 1.1.2.2 Squirrel-cage induction for three-phase and capacitor start induction run for single-phase.
 - 1.1.2.3 Dynamic torque is nominal 20% of start torque.
 - 1.1.2.4 Class F insulation.
 - 1.1.2.5 Two Class B thermal contacts embedded within motor windings to provide thermal protection.
 - 1.1.3 Limit Switch
 - 1.1.3.1 Gear driven, cam operated, snap acting.
 - 1.1.3.2 Four rotor/16 SPST contact switches (four contacts per rotor 2 N/O and 2 N/C). Rotors must be set to open or close at any valve position.
 - 1.1.3.3 Contact rating is 600 volts per ICS-125.6. Current rated 6 amps resistive and 60 amps inrush at 120 VAC.

- 1.1.3.4 Max drive sleeve turns (four-gear) rated 630 for L120-10.
- 1.1.4 Temperature Rating
 - 1.1.4.1 Standard operating temperature range is from -20°F to 150°F. Optional extended ranges available.
 - 1.1.4.2 FM explosion proof rating -20°F to 140°F (-20°C to 60°C).

LINE ITEM NO. 3 - Motor Operated Gate Valve Actuator:

2.0 Reference manufacturer: **LIMITORQUE; Model No. L120-20-7.5-3600**, or *City approved equal*.

2.1 Motor Operated Gate Valve Actuator Specifications:

2.1.1 Actuator

- 2.1.1.1 Actuator must be flanged coupled to existing sluice gates.
- 2.1.1.2 460 vac; 3 Phase.
- 2.1.1.3 60 Hertz.
- 2.1.1.4 Full integral BIC.
- 2.1.1.5 3-2-3 Control Station.
- 2.1.1.6 Threaded Stem Nut.
- 2.1.1.7 All required fittings, parts and modifications.

2.1.2 Motor

- 2.1.2.1 Four-pole 3,600 RPM (60Hz)
- 2.1.2.2 Squirrel-cage induction for three-phase and capacitor start induction run for single-phase.
- 2.1.2.3 Dynamic torque is nominal 20% of start torque.
- 2.1.2.4 Class F insulation.
- 1.1.2.5 Two Class B thermal contacts embedded within motor windings to provide thermal protection.

2.1.3 Limit Switch

- 2.1.3.1 Gear driven, cam operated, snap acting.
- 2.1.3.2 Four rotor/16 SPST contact switches (four contacts per rotor 2 N/O and 2 N/C). Rotors must be set to open or close at any valve position.

- 2.1.3.3 Contact rating is 600 volts per ICS-125.6. Current rated 6 amps resistive and 60 amps inrush at 120 VAC.
- 2.1.3.4 Max drive sleeve turns (four-gear) rated 630 for L120-10.
- 2.1.4 Temperature Rating
 - 2.1.4.1 Standard operating temperature range is from -20°F to 150°F. Optional extended ranges available.
 - 2.1.4.2 FM explosion proof rating -20°F to 140°F (-20°C to 60°C).

END OF SECTION

Limitorque Actuator Specifications and Drawings



Flow Control Division
Limitorque Actuation Systems

L120 actuators

460 volts, three-phase, 60 Hz

Actuator Model	Motor Size (l-in)	Poles	Full Load Current ¹ (amps)	Locked Rotor Current (amps)	Rated Power Output		Efficiency at Full Load ¹ (%)	Power Factor at Full Load ¹	Power Factor at Locked Rotor
					(hp)	(kW)			
L120-10	3	4	1.2	5.0	0.20	0.15	46	0.42	0.77
	5	8	1.8	5.0	0.17	0.13	31	0.34	0.74
	5	4	1.6	7.0	0.33	0.25	51	0.42	0.82
	5	2	1.4	12.0	0.67	0.50	66	0.74	0.87
	7.5	4	1.7	10.0	0.50	0.37	58	0.53	0.80
	7.5	2	2.0	15.0	1.0	0.75	68	0.76	0.82
L120-20	7.5	4	1.7	10.0	0.50	0.37	58	0.53	0.80
	7.5	2	2.0	15.0	1.0	0.75	68	0.76	0.82
	10	8	2.6	9.0	0.33	0.25	37	0.34	0.73
	10	4	2.3	13.0	0.67	0.50	58	0.48	0.75
	10	2	3.0	20.0	1.33	1.0	70	0.82	0.81
	15	4	2.6	19.0	1.00	0.75	64	0.60	0.82
L120-40	15	2	4.0	30.0	2.00	1.49	72	0.68	0.84
	25	4	4.2	32.0	1.84	1.22	73	0.53	0.72
	25	2	4.7	36.0	3.20	2.39	85	0.79	0.85
	25	4	4.1	30.5	1.64	1.2	73	0.53	0.72
L120-65	25	2	4.55	34.2	3.3	2.5	85	0.79	0.85
	40	4	5.9	38.0	2.60	1.94	80	0.66	0.79
	40	2	8.0	61.0	5.30	3.95	84	0.76	0.74
	60	4	9.0	60.0	4.0	2.98	75	0.58	0.78
	60	2	11.4	94.3	7.8	5.82	84	0.76	0.82
	60	4	9.0	60.0	4.0	2.98	75	0.58	0.78
L120-180	60	2	11.4	94.3	7.8	5.82	84	0.76	0.82
	80	4	10.6	60.0	5.2	3.88	81	0.57	0.74
	80	2	15.1	116.4	10.3	7.68	84	0.79	0.83
	80	4	10.6	60.0	5.2	3.88	81	0.57	0.74
L120-420	100	4	10.0	84.4	6.6	4.92	89	0.70	0.75
	100	2	18.4	143.0	13.0	9.7	88	0.76	0.68
	150	4	19.5	130.0	9.9	7.4	82	0.62	0.70
	150	2	25.7	195.0	19.2	14.3	85	0.86	0.74

Note 1: Full load is defined as 20% of rated motor torque.



3

Actuator Weights

The approximate L120 actuator weights are provided below:

Table 3.1 – Actuator weights

Actuator Size	Control Types	Drive 1 Weight (lb, kg)				Drive 2 Weight (lb, kg)			
		Top HW		Side HW		Top HW		Side HW	
		lb	kg	lb	kg	lb	kg	lb	kg
L120-10	NCU	100	45	112	51	107	49	119	54
	BIC	115	52	127	58	122	55	134	61
	CLAMSHELL	140	64	152	69	147	67	159	72
L120-20	NCU	140	64	158	72	153	69	171	78
	BIC	155	70	173	78	168	76	186	84
	CLAMSHELL	180	82	198	90	193	88	211	96
L120-40	NCU	190	86	216	98	212	96	238	108
	BIC	205	93	231	105	227	103	253	115
	CLAMSHELL	230	105	256	116	252	114	278	126

Limitorque Actuator Specifications and Drawings



Limitorque Actuation Systems L120 Series FCD LMENIM1201-01 – 07/06

- Carefully check for correct motor rotation direction. If the motor is driving the valve in the wrong direction, interchange any two leads on three-phase motors or switch the armature leads on DC and single-phase motors.
- Use a protective stem cover. Check valve stem travel and clearance before mounting covers on rising stem valves.
- Verify all actuator wiring is in accordance with the applicable wiring diagram, national and local codes, and Table 4.1.

Table 4.1 – Required Rating for External Wiring

Up to:	Use wire rated at least:
40°C	60°C
60°C	75°C

4.3 Initial Actuator Preparation

Replace all molded plastic conduit and top protectors (installed for shipping purposes only) with pipe plugs when installation wiring is complete.

4.3.1 Mounting Base

The mounting hole sizes and quantities are as detailed in Table 4.2.

Table 4.2 – Mounting Base Dimensions

Actuator Size	Mounting Holes Quantity	Tap size	
		MSS	ISO
L120-10	4	½-16x0.88	M10x1.5x22.4
L120-20	4	½-11x1.25	M16x2x32
L120-40	4	½-11x1.25	M16x2x32

4.3.2 Stem Acceptance

The maximum stem acceptance is provided in Table 4.3.

Table 4.3 – Maximum Stem Acceptance

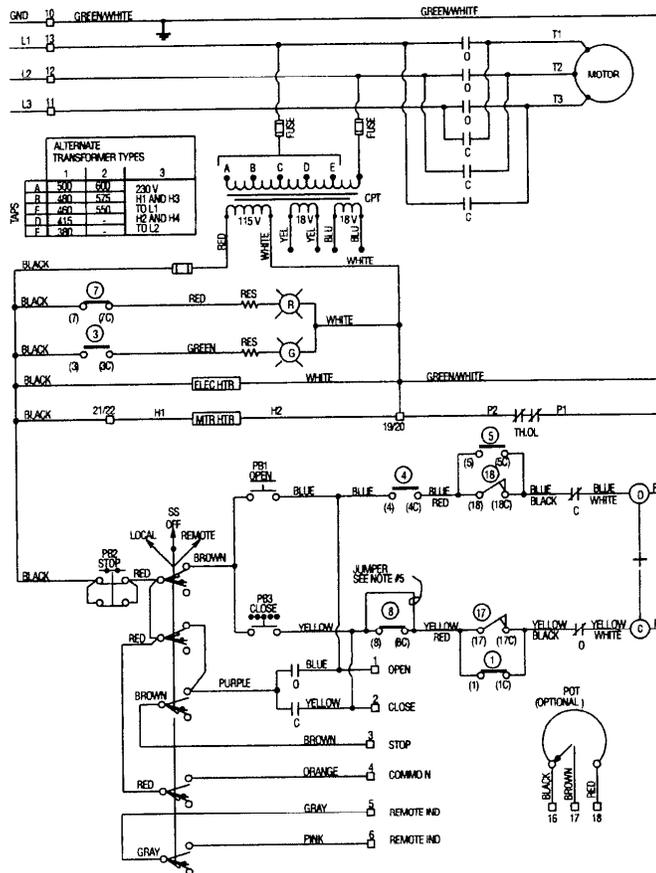
Actuator size	Drive 2		Drive 1			
	Tapped		Bore		Key	
	inch	mm	inch	mm	inch	mm
L120-10	1.25	32	1.00	25	¼x3/32	8x6
L120-20	2.25	57	1.875	47	½x3/16	14x9
L120-40	2.625	66	2.125	52	½x3/16	16x10

Limitorque Actuator Specifications and Drawings



Limitorque Actuation Systems L120 Series FCD LMENIM1201-01 - 07/06

Figure 5.1 (one of two) - L120-10 through 40 typical wiring diagram



Valve shown in full open position

ROTOR	CONTACT	LIMIT SWITCH CONTACT DEVELOPMENT			FUNCTION
		FULLY OPEN	A	B	
OPEN	1	█	---	---	BY-PASS CIR
	2	█	---	---	SPARE
	3	█	---	---	IND LIGHT
	4	█	---	---	OPEN LIMIT
	5	█	---	---	BY-PASS CIR
CLOSE	6	---	█	█	SPARE
	7	---	█	█	IND LIGHT
	8	---	█	█	CLOSE LIMIT
INT.1	9	---	█	█	SPARE
	10	---	█	█	SPARE
	11	---	█	█	SPARE
	12	---	█	█	SPARE
INT.2	13	---	█	█	SPARE
	14	---	█	█	SPARE
	15	---	█	█	SPARE
	16	---	█	█	SPARE

17 CLOSING TORQUE SWITCH INTERRUPTS CONTROL CIRCUIT IF MECHANICAL OVERLOAD OCCURS DURING CLOSING CYCLE

18 OPENING TORQUE SWITCH INTERRUPTS CONTROL CIRCUIT IF MECHANICAL OVERLOAD OCCURS DURING OPENING CYCLE

Notes
 1. --- OPEN CONTACT
 2. █ CLOSE CONTACT
 3. SEE CERTIFICATION SHEET FOR VOLTAGE SUPPLIED TRANSFORMER UNUSED WIRES TO BE SEPARATELY COVERED WITH INSULATING HEAT SHRINK TUBING.
 4. ROTORS INT.1 & INT.2 CAN BE SET AT VALVE POSITION FULL OPEN, FULL CLOSED OR ANY POSITION IN BETWEEN AS INDICATED BY POINTS A AND B.
 5. ADD JUMPER ON LS#8 BETWEEN TERMINALS # 8 (B) FOR TORQUE-SEATING VALVES.

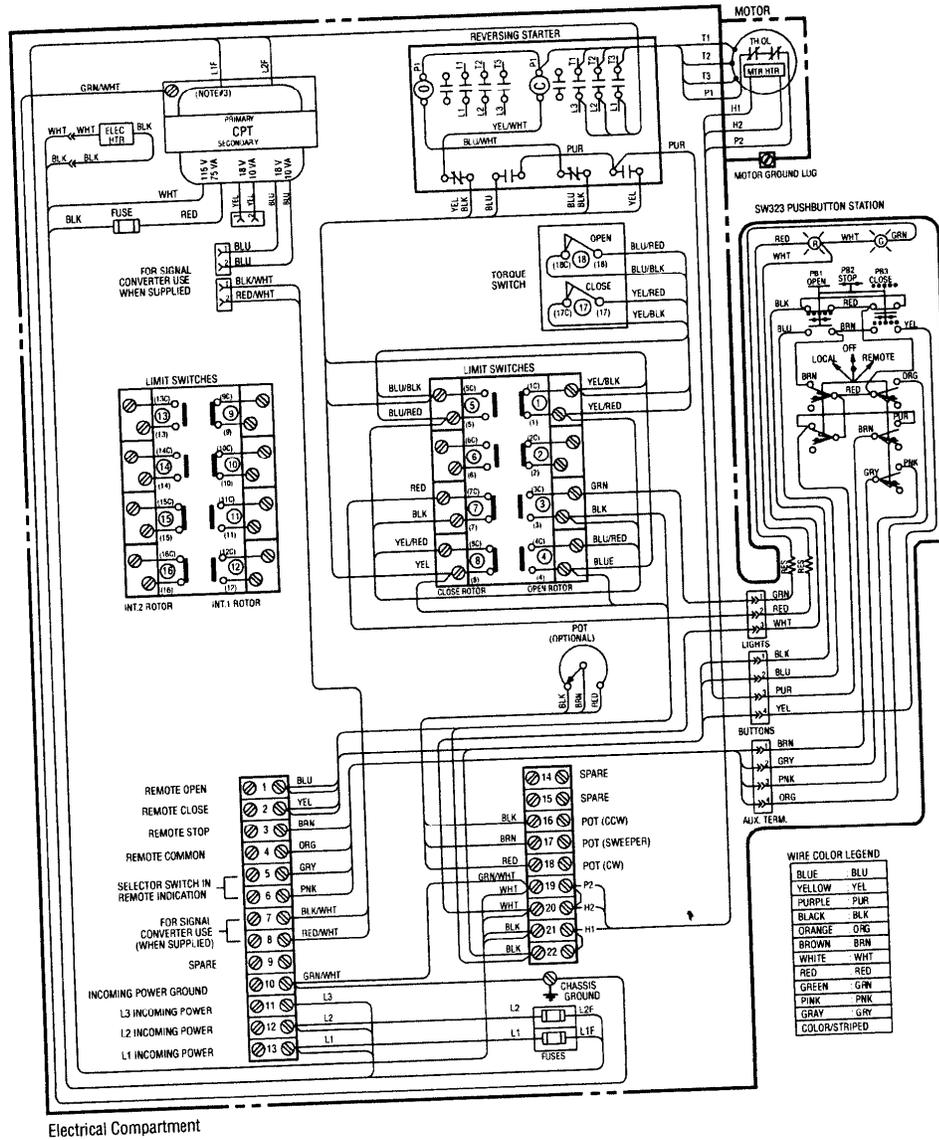
Legend
 O-OPEN CONTACT
 C-CLOSE CONTACT
 ⊕ OPENING COIL
 ⊖ CLOSING COIL
 CPT-CONTROL POWER TRANSFORMER
 +MECHANICAL INTERLOCK
 TH.O.L-THERMAL OVERLOAD CONTACTS
 ⊕ RED INDICATING LIGHT
 ⊖ GREEN INDICATING LIGHT
 SS-SELECTOR SWITCH (LOCAL-OFF-REMOTE)
 P81-OPEN PUSHBUTTON
 P82-STOP PUSHBUTTON
 P83-CLOSE PUSHBUTTON
 HTR-HTR-MOTOR HEATER
 POT-POTENTIOMETER (OPTIONAL, SEE CERTIFICATION SHEET IF SUPPLIED)
 RES-LAMP RESISTORS

Limiterque Actuator Specifications and Drawings



Limiterque Actuation Systems L120 Series FCD LMENIM1201-01 - 07/06

Figure 5.1 (two of two) - L120-10 through 40 typical wiring diagram

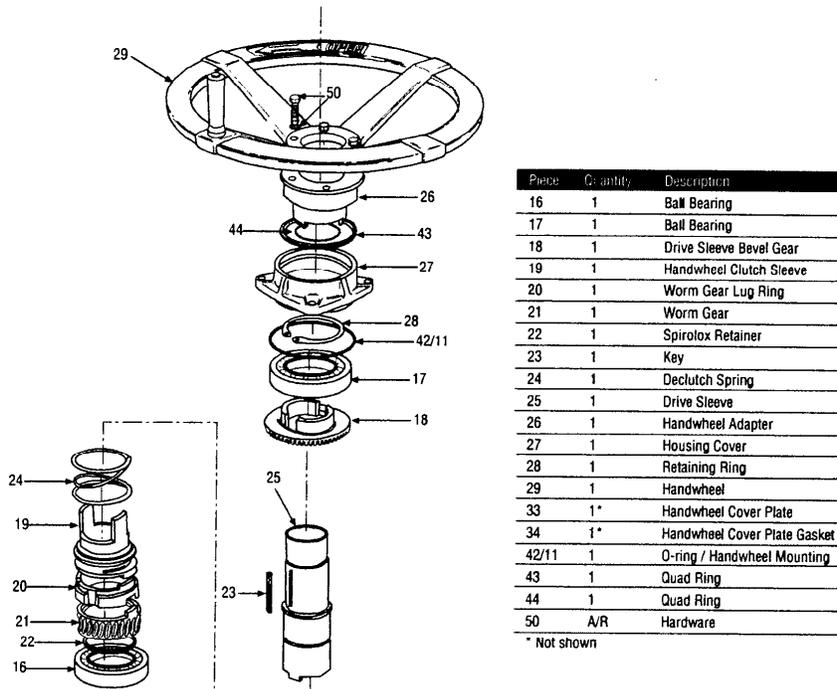


Limitorque Actuator Specifications and Drawings



Limitorque Actuation Systems L120 Series FCD LMENIM1201-01 – 07/06

Figure 5.2 (one of two) – L120-10 through 40 drive sleeve and housing cover parts breakdown



Limitorque Actuator Specifications and Drawings



- Quality – Inspect lubricant for dirt, water or other foreign matter. If any one of these is found:
 1. Flush the actuator with a commercial degreaser/cleaner such as Exxon Varsol #18. This degreaser/cleaner is not corrosive and does not affect the seal materials.
 2. Repack the actuator with fresh lubricant allowing room for grease thermal expansion.
- Consistency – Ensure the lubricant is fluid approximating a standard NLGI-0 grade consistency or less. Thinners such as Amoco WAYTAC #31 oil may be added provided the volume of thinner does not exceed 20% of the total lubricant.

6.1.2 Factory Lubricant

Gear Case: The L120 series actuator gear case is factory-lubricated with an EP-0 lithium grease, suitable for temperatures from -20°F (-29°C) to +250°F (+121°C).

Table 6.1 – Specified Approximate Lubricant Weights

Actuator Size	lb.	kg
L120-10	2.75	1.3
L120-20	4.25	1.9
L120-40	5.75	2.6

Gear Limit Switch: Permanently lubricated with Beacon 325. Limitorque does not recommend disassembly of the gearbox.

6.2 Minimum Lubricant Qualities Required

The standard lubricants used by Limitorque have been proven to be extremely reliable over years of service. Limitorque does not recommend a particular lubricant substitute for the standard lubricants; however, Limitorque does require the following lubricant qualities as a minimum.

- ▲ **CAUTION:** Do not mix lubricants of a different base chemical. Mixing lubricant bases may cause lubricant properties to be ineffective.

The Lubricant must:

- contain an "EP" additive.
- be suitable for the temperature range intended.
- be water and heat-resistant and non-separating.
- not create more than 8% swell in Buna N or Viton.
- not contain any grit, abrasive, or fillers.
- comply with a slump-prefer NLGI-0 grade.
- not be corrosive to steel gears, ball, or roller bearings.
- have a dropping point above 316°F (158°C) for temperature ranges of -20°F (-29°C) to +250°F (+121°C).

Limitorque Actuator Specifications and Drawings



Limitorque Actuation Systems L120 Series FCD LMENIM1201-01 – 07/06

8

Regulatory Information

Application of Council Directive(s)

89/336/EC; EMC Directive

89/392/EC; Machinery Directive

2003/10/EC; Airborne Noise Directive

Standard(s) to which Conformity is Declared

Machinery; EN 60204-1

EMC - Emissions; EN 50081-1&2, EN 55011, CFR 47

Immunity; EN 50082-1&2, IEC 801-3 &

IEC 801-6 ESD; IEC 801-2

EFT/Bursts; IEC 801-4

Surge Immunity; IEC 801-5, ANSI/IEEE C62.41

Mains (power)

Harmonics; MIL-STD-462, Method CS01 & CS02

Airborne Noise; MIL-STD-740-1, Table 1, and EN 60204

Manufacturer's Name

Limitorque, a division of Flowserve Corporation

Manufacturer's Address

5114 Woodall Road

Lynchburg, VA 24502

Importer's Name

Limitorque International

Importer's Address

Abex Road

Newbury

Berkshire, RG14 5EY

England

Type & Description of Equipment

Valve Actuators

Model Number

L120 Series

Note: Tested with Limitorque products only and with standards applicable at time of tests.

I, the undersigned, hereby declare that the equipment specified above conforms to the above Directive(s) and Standard(s). List as follows:

(Signature)

Earnest Carey

(Full Name)

Manager, Product Management
(Title)

Flowserve Limitorque
5114 Woodall Rd., Lynchburg VA 24502
(Place)

December 9, 2005
(Date)

Andy Hole

(Authorized EU Representative)

35

flowserve.com

A PDF version of the Specifications and Drawings can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24539>

**SECTION C
ENGINEERING WAGE SCALE**

A PDF version of the Engineering Wage Scale can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24539>

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=C24539>

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.

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 its 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-C24539

Remove, Furnish & Instal Actuators for the Public Works and Engineering Department

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. 2008.

PRINCIPAL

By _____

By _____

Surety

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