



# CITY OF HOUSTON

## INVITATION TO BID

Issued: February 25, 2011

### **Bid Opening:**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, March 17, 2011**, 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:

**SWIMMING POOL IMPROVEMENTS  
FOR THE GENERAL SERVICES DEPARTMENT  
Bid No. S50-C23882  
NIGP Code: 931-65**

### **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 am. on Wednesday, March 9, 2011. The site visit will be scheduled at the pre-bid conference.

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

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

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

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

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

#### **\*CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL TERMS AND CONDITIONS, GENERAL, SUPPLEMENTAL 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  
SWIMMING POOL IMPROVEMENTS  
FOR THE GENERAL SERVICES DEPARTMENT  
Bid No. S50-C23882  
NIGP Code: 931-65**

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 **Swimming Pool Improvements throughout the City Parks 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:**

<b>Table 1</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
10% Bid Bond
Contractor References / Questionnaire
Pay or Play Health Insurance Program Acknowledgement Form 1A

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

<b>Table 2</b>
Formal Instructions for Bid Terms
Drug Forms
Sample Insurance Certificate / Over \$50,000
Construction Insurance OCP
Construction 2011 Engineering Construction Wage Rate
Pay or Play Certification of Agreement Form 2
Pay or Play Form 3 / List of all Subcontractors
Bonds for Construction

### **NOTE:**

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](mailto:arturo.lopez@cityofhouston.net) no later than **4:00 PM, Monday, March 14, 2011.**

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 (10<sup>th</sup>) day following the day the bidder receives notice from the City.

**MAINTENANCE BOND:**

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

### **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.

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

1. Business Name: \_\_\_\_\_

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

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

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

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

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

2. Business Name: \_\_\_\_\_

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

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

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

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

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

3. Business Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**1.0 General:**

1.1 The Contractor shall provide all labor, equipment, tools, supervision, transportation, insurance, permits, bonds and other services necessary to furnish and install ultra-violet (UV) sanitizer systems to the main filter returns, in the swimming pools at the following six City park locations in strict accordance with City of Houston specifications and structural drawings included herein:

- 1.1.1 Greenwood Park
- 1.1.2 Northline Park
- 1.1.3 Revelle Park
- 1.1.4 Sagemont Park
- 1.1.5 TC Jester Park
- 1.1.6 Westbury Park

1.2 The Contractor shall address the secondary sanitation requirements for the six public swimming pools from the Texas Administration Code (Title 25, Section 265.302). The Contractor must provide the installation of the UV sanitizer systems in strict accordance with the rules that address water amenities, defined as "Public Interactive Water Features" (PIWF).

1.3 The Contractor shall also provide all labor, equipment, tools, supervision, transportation, insurance, permits, bonds and other services necessary to furnish and replace the coping, re-plaster and revise the depth markers to meet code at swimming pools located in three City parks in strict accordance with City of Houston specifications and structural drawings included herein:

- 1.3.1 Memorial Park
- 1.3.2 Reveille Park
- 1.3.3 Sagemont Park

**2.0 Performance Time:**

2.1 The Contractor shall have **45 calendar days** to complete all work associated with the installation of ultra-violet (UV) sanitizer systems to the main filter returns in the swimming pools at the six City park locations and **35 calendar days** to complete all work associated with replacing the coping, re-plaster and revise the depth markers to meet code to the swimming pools at the three City park locations after receipt of the written Notice to Proceed from City.

**3.0 Warranty:**

3.1 The Contractor shall warranty all materials, equipment and workmanship **one year**. The warranty shall begin subsequent to certification and acceptance of the final performance of work by the City.

# END OF SECTION TECHNICAL SPECIFICATIONS

## 1.0 Installation of an ultra-violet (UV) sanitizer system to the main filter return

<p><b>PART 1 - GENERAL</b></p> <p><b>1.01 SCOPE</b></p> <p>A. Confirm the proposed work complies with the data provided as indicated in the Plans and specifications herein. Perform all work and provide all necessary materials and equipment, including pool, hydraulic construction system, pool heater fittings and piping, one electrical power and control panel, and one control panel.</p> <p>C. The Plans depicting this work are assembly drawings. Material mostly to be fabricated in the shop. The work is to be installed in all areas where noted on the Plans, within maintenance and take precedence over noted dimensions.</p> <p><b>1.02 REQUIREMENTS</b></p> <p>A. Detail all materials to comply with the requirements of applicable building codes and applicable industry standards. All materials shall be of the highest quality and construction of a better quality, higher standard or longer life than required.</p> <p>B. Material shall be of the highest quality, higher standard or longer life than required.</p> <p>C. Material shall be of the highest quality, higher standard or longer life than required.</p> <p>D. Any additional material and labor required for completion with all rules and regulations shall be provided by the Contractor.</p> <p>E. Cases where such situations have been established for the material in question, every effort shall be made to obtain the material in question. Provide adequate supervision and control of the work. Costs and install all items shown on the Plans and specifications.</p> <p>F. Provide clear access to the work area.</p> <p>G. Manufacturer's instructions and recommendations unless otherwise indicated on the Plans or not shown there are shown or specified, in accordance with industry standards and local codes. Building Code, latest revision in force at the time of bid, shall apply. The Contractor shall be responsible for obtaining all necessary permits and approvals for the work.</p> <p><b>1.03 QUALIFICATIONS</b></p> <p>A. All Water Agency MEP Work shall be performed by a qualified Contractor who will provide and maintain responsibility for performance of the Work. Contractor shall submit evidence of qualifications for performance of the Work, including resumes of key personnel, and a list of similar work completed in the last 24 months. The Contractor shall be responsible for obtaining all necessary permits and approvals for the work.</p> <p>B. Provide a list of similar work completed in the last 24 months. The Contractor shall be responsible for obtaining all necessary permits and approvals for the work.</p> <p>C. Provide a list of similar work completed in the last 24 months. The Contractor shall be responsible for obtaining all necessary permits and approvals for the work.</p> <p><b>1.04 OPERATION</b></p> <p>A. Prior to Substantial Completion, demonstrate a 7 day, 24 hour per day automatic operation of equipment and systems, including operation and maintenance of all equipment and systems.</p> <p>B. Provide a list of similar work completed in the last 24 months. The Contractor shall be responsible for obtaining all necessary permits and approvals for the work.</p> <p><b>1.05 SUBMITTALS</b></p> <p>A. Submit product data and samples for all items specified, including by Manufacturer, Part or Model Number and for all items covered under standard specifications or standards (such as those listed in the Division 16, 21, 23, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 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996, 997, 998, 999, 1000.</p>	<p><b>PART 2 - MECHANICAL</b></p> <p>A. Provide equipment not listed that which is necessary for the complete installation of connecting piping and piping, valves, special penetrations, supports and hangers, mounting hardware, meters, instruments, and prefabricated tubing per code.</p> <p><b>1.06 GUARANTEE</b></p> <p>A. Provide written warranty, agreed to repair or replace any Water Agency Work including but not limited to the following:</p> <p>B. Provide written warranty, agreed to repair or replace any Water Agency Work including but not limited to the following:</p> <p>C. Provide written warranty, agreed to repair or replace any Water Agency Work including but not limited to the following:</p> <p><b>PART 3 - ELECTRICAL</b></p> <p>A. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p><b>3.02 MECHANICAL</b></p> <p>A. Install mechanical equipment as detailed in the Plans. Notify Engineer immediately if proposed layout, piping, or equipment is not shown or is not in accordance with the Plans. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p><b>3.03 ELECTRICAL</b></p> <p>A. General</p> <p>1. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>2. Comply with the National Electric Code, Standard Building Code, and National Fire Protection Association Code.</p> <p>3. Make electrical connections to mechanical equipment specified herein and shown in the Plans as required to power the equipment in operating service.</p> <p><b>3.04 PNE. FITTINGS, AND APPURTENANCES</b></p> <p>A. Install piping, equipment, and appurtenances in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>B. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>C. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>D. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>E. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>F. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>G. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>H. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>I. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>J. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>K. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>L. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p> <p>M. Provide electrical equipment specified herein and shown on the Plans in strict accordance with the manufacturer's instructions and recommendations, unless noted otherwise. Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings. 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Provide all necessary materials and equipment, including electrical conduits, raceways, and electrical fittings.</p>	<p><b>PROJECT NAME:</b></p> <p style="text-align: center;"><b>COH PARK POOLS</b></p> <p style="text-align: center;"><b>2008-504</b></p>	<p style="text-align: center;"><b>waterscape</b> CONSULTANTS, INC.</p> <p style="text-align: center;">VISUAL AND RECREATIONAL WATER AND WETLANDS</p> <p style="text-align: center;">15406 WESTWOOD BLVD, SUITE 110 HOUSTON, TEXAS 77062 PH: (713) 462-1100 FAX: (713) 462-1210 E-MAIL: PHO@WATERSCAPECONSULTANTS.COM TEXAS REGISTRATION NO. 00271</p>	<p><b>DRAWING NUMBER:</b></p> <p style="text-align: center;"><b>WS0.04</b></p>	<p><b>SCALE:</b></p> <p style="text-align: center;"><b>N.T.S.</b></p> <p><b>SHEET:</b></p> <p style="text-align: center;"><b>5 of 5</b></p>

A PDF version of the Technical Specifications for the installation of the Sanitizer System can be viewed on the following web link:

**TECHNICAL SPECIFICATIONS**

*(Replace the Coping, Plaster and Revise the Depth Markers)*

**PART 1- GENERAL**

**1.01 SECTION INCLUDES**

**A, Scope of Work**

1. All swimming pool(s) and appurtenances as detailed in Plans and specified herein including, but not limited to, tile, plaster, coping, and deck caulking,
2. Temporary equipment and facilities including shoring, bracing, and seal slabs required to construct the Work detailed in Plans and specified herein.
3. Layout of work area, excavation, grading, dewatering, haul off of excess material from site, and other preparatory work required for installation of pool shell and related structures.
4. Temporary electric service from Main Service as required for power needed for construction activities related to the swimming pool(s).
5. Coordination with other trades operating within Work area and providing connecting services to swimming pool equipment.
6. Store equipment and material on site as directed by Owner.
7. Maintain Work area to limit damage to completed work and eliminate work area hazards to other personnel.
8. Provide temporary barricades and bridging as necessary to limit access to open excavations. Provide barriers, temporary fencing, storage containers, and other security devices as required to restrict unauthorized access to work site and to protect completed work and materials stored on site. Furnish and maintain suitable barricades, warning signs, and lights where construction creates hazard to traffic or public safety. Remove same when no longer necessary.
9. Comply with all current OSHA regulations covering any aspect of proposed Work.
10. The Plans depicting this work are essentially diagrammatic, intended mainly to indicate the scope of work to be done. Equipment and material locations, sizes and orientation may be distorted for clarity in presentation. In all cases where scales are shown, written dimensions shall take precedence over scaled dimensions. The Contractor is responsible for verifying all dimensions, locating existing pipes and facilities, and ensuring all materials and equipment installations are accessible for operation and maintenance needs.

**B. Scope of Service**

1. The Contractor shall provide all supervision, labor, materials, equipment, temporary structures, machinery, and other necessary items as required to provide complete ready to operate swimming pool(s) in accordance with the above noted scope of work and the design intent,
2. The Contractor shall carefully examine construction documents and notify the engineer of any discrepancies or areas requiring clarification prior to commencement of work. This includes any issues related to coordination with other contractors or trades.

3. Coordinate with owner, engineer, and other contractors to obtain acceptable inspection certificates from local authorities.
4. Perform all Work and provide all materials and equipment necessary to comply with Texas Administrative Code, Consumer Products Safety Commission, and all local, state, and federal regulations covering public pool construction.
5. Unless noted otherwise in the Plans, provide materials which are new and which comply with applicable standards in every case where such standards have been established for the material in question.
6. Execute work specified in a first-class and workmanlike manner. Employ only individuals or contractors skilled in the craft to which they are assigned. Provide adequate supervision to maintain high quality work. Install work so that it presents a clean and orderly appearance when completed. Locate and install all items which require periodic maintenance to provide ease of access.

C. Qualifications

1. The Contractor must be prequalified by the engineer and submit suitable documentation (Statement of Qualification on Engineer's Letterhead) with Bid. Requests for qualification will only be considered if submitted in writing to the owner and the engineer at least 2 weeks prior to bid date. The following contractors have been prequalified by the Engineer for the scope of work noted herein:
  - a. Hancock Pool Service, 15713 Lillja Road, Houston, Texas, 77060, (281) 447-6352.
  - b. Harris County Steel and Plumbing, PO Box 218312, Houston, Texas, (281) 398-1770.
  - c. Monarch Pool, 14850 Memorial Drive, Houston, Texas, (281) 558-8311.
  - d. Progressive Commercial Aquatics, 2510 Farrell Road, Houston, Texas, 77073, (281) 982-0212.
  - e. Watts Pool Company, 11150 Katy Freeway, Houston, Texas, 77043, (713) 461-7300.
  - f. Uno Pool Plastering, 8600 Howard Drive, Houston, Texas, 77017, (713) 847-6200.
2. Qualified contractors will have demonstrated responsibility for and successful completion of at least (5) swimming pool projects similar in scope and complexity. A minimum of (2) of these pools must have been completed in the last (3) years. All previous projects used as references must still be in operation and without any uncorrected defects attributable to the Contractor's work. References, including Facility Name, Owner Name, Address, Telephone Number, Contact Name, date of completion, and Pool Consultant's Name must be furnished by the Contractor upon request.
3. Plaster, Tile, and Coping Work shall be performed by a firm with at least (5) years experience in plaster installations. Satisfactory written evidence of such experience shall be furnished to the owner or his representative upon demand.
4. Financial statements may be required from Contractor to ensure suitable

revenue or net worth to complete proposed Work.

#### 1.02 RELATED DOCUMENTS

- A. Bid documents, contract documents, general and special conditions, and applicable portions of Division 1 - General Requirements.
- B. Building codes and standards specified elsewhere in the Specifications.
- C. Latest version at the time of bid of the National Electric Code (specifically Section 680), Title XIV of Federal Statutes (Virginia Graeme Pool and Spa Safety Act), Americans With Disabilities Act (ADA), ASME, ANSI, NSPI, Texas Administrative Code (Section 265), and other mandated regulations and standards will apply to this Work.

#### 1.03 SUBMITTALS

- A. Submit product literature for all equipment and materials which have a designated manufacturer noted in either plans or specifications. Submit product literature including color samples for all materials which require the owner input as to color or finish. The Contractor may submit product literature for materials which are specified using a common standard (pipe, fittings, conduit, wire, etc), though this is not required.
- B. Unless noted otherwise, submit a minimum of five (5) separate copies of each item required to be submitted for review. All deviations from construction documents must be noted in submittals. If the Contractor will require more than one (1) copy of reviewed submittals to be returned for their records, submit additional copies as needed to meet the Contractor's requirements.
- C. Review of the Contractor supplied submittals by the engineer will cover only general conformity to construction documents. Review and acceptance of submittals by the engineer will not relieve the Contractor of any responsibilities noted herein or full compliance with the contract documents.
- D. If alternate design features or equipment are proposed for convenience of the Contractor, submit design calculations and detail plans covering changes and related modification of contract documents to the engineer for approval.

#### 1.04 WARRANTY

- A. The Contractor shall provide an unlimited (1) year warranty against defects in materials or equipment which have been installed for proposed Work.
- B. The Contractor shall provide an unlimited (2) year warranty against defects in workmanship.
- C. The Contractor shall provide a (5) year point of contact for the owner and maintain any documentation required to answer questions concerning proposed work including photographic documentation of work progress.
- D. The Contractor shall repair or replace any completed Work damaged by subsequent construction activities prior to final owner's acceptance.

#### 1.05 ALTERNATE DESIGNS

- A. If Contractor wishes to use alternative equipment, materials, or systems than those detailed in Plans and specified herein he must provide complete engineering documentation showing how alternate design is equal to or better than those noted in the construction documents including proposed construction, operation, and maintenance cost reductions and other projects where the Contractor provided the alternate. Acceptance of alternate designs, equipment, and materials will be solely at the owner's discretion. Acceptance of any alternate design, equipment, or material will not relieve the Contractor of any responsibilities noted herein.

## 1.06 PROJECT CLOSE OUT

### A. Pool Filling

1. The owner will supply water to allow the Contractor to confirm pool is leak free, cure plaster, and to fill pool upon completion of all work, including cleaning of work area. Any water required in excess of this amount will be at the Contractor's expense.
2. The Contractor will provide all necessary chemicals to maintain pool water during filling and testing operations.

## ***PART 2 - PRODUCTS***

## 2.01 FINISHES

### A. Plaster

1. Provide Diamond Brite Pool Finish by Southern Grouts and Mortars, Pompano Beach, Florida, (954) 943-2288 or equivalent for fountain plaster. **DO NOT** use plasters or cementitious waterproofings containing silica.
2. Provide colors, finishes, and texture availabilities to Owner for approval.

### B. Deck Mounted Depth and Stgnage Markers:

1. Deck Markers - Provide 8" x 8" glazed, skid resistant, frost proof ceramic tile inlays as manufactured by Inlays Mfg., Inc., or equivalent. Letters and numbers shall be 4" in height. Provide 8" x 6" single tile inlays, glazed, skid resistant, frost proof, with international symbol for "No Diving" and "No Running" at locations indicated in Plans. Depth marker locations shall be installed at a maximum of 2'-0" depth intervals and at a maximum of 25 feet apart, as shown on Plans.
2. Portland Cement Mortar: Portland Cement - ASTM C-150, Sand - ASTM C-144, Hydrated Lime - ASTM C-208 Type S or ASTM C-207 Type S.
3. Waterproofing Admixture: Anti Hydro Integral Waterproofing admixture designed to be mixed into Portland Cement concrete to provide integral waterproofing.
4. Mixes: Provide grout consisting of one part white Portland Cement and one part #30 mesh white sand. Mortar setting bed consisting of one part Portland Cement and three parts damp sand and 1/5 part hydrated lime. Use waterproofing admixture for both mixed in accordance with manufacturer's direction. Provide bond coat consisting of Portland Cement paste applied to dampened concrete substrates.

### C. In-Pool Tiled Depth Markers:

1. Deck Markers - Provide 6" x 6" glazed, smooth, frost proof ceramic tile inlays as manufactured by Inlays Mfg., Inc., or equivalent. Provide 6" x 6" single tile inlays, glazed, smooth, frost proof, with number adjusted toward top of marker. Letters and numbers shall be 4" in height. Depth marker locations shall be installed at a maximum of 2'-0" depth intervals and at a maximum of 25 feet apart, as shown on plans.
2. Portland Cement Mortar: Portland Cement - ASTM C-150, Sand - ASTM C-144, Hydrated Lime - ASTM C-206 Type S or ASTM C-207 Type S.
3. Waterproofing Admixture: Anti Hydro Integral Waterproofing admixture

designed to be mixed into Portland cement concrete to provide integral waterproofing.

4. Mixes: Provide grout consisting of one part white Portland cement and one part #30 mesh white sand. Mortar setting bed consisting of one part Portland Cement and three parts damp sand and 1/5 part hydrated lime. Use waterproofing admixture for both mixed in accordance with manufacturer's direction. Provide bond coat consisting of Portland Cement paste applied to dampened concrete substrates.

D. Tile Bands & Toe Tile:

1. Toe Tile on Steps: Provide and install toe tile, color to be selected by owner, ceramic glazed, frost proof, skid resistant porcelain tiles, size 2" x 2", as indicated. Available from: National Pool Tile or approved equivalent. Provide the owner with 2 sq. ft. of each size and color furnished for future repair.
2. Perimeter Tile: Provide and install 8" wide perimeter tile band, color to be selected by Owner, ceramic glazed, frost proof, smooth porcelain tiles, size 2" x 2". Available from: National Pool Tile or approved equivalent. Provide the owner with 2 sq. ft. of each size and color furnished for future repair.
3. Portland Cement Mortar: Portland Cement - ASTM C-150, Sand - ASTM C-144, Hydrated Lime - ASTM C-206 Type S or ASTM C-207 Type S.
4. Mortar Setting Bed Mix Design: One part Portland Cement to three parts damp sand and 1/5 part hydrated lime, with waterproofing admixture mixed in accordance with manufacturer's directions. Provide bond coat consisting of Portland cement paste applied to dampened concrete substrates.
5. Tile Grout Mix: One part white Portland Cement to one part #30 mesh white sand, with waterproofing admixture mixed in accordance with manufacturer's directions.

- E. Enamel, PVA Latex Emulsion Polyurethane Varnish: Devoe, Glidden, Monarch, Benjamin Moore, PPG, Sherwin Williams, & Kelly Moore. Provide best quality of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best grade product will not be acceptable.

2.02 JOINT FILLER

- A. Primer - P-53+ caulk primer available from Pecora Corporation, (800) 523-8688, or equivalent.
- B. Caulk - GC-2+ polysulfide caulk available from Pecora Corporation, (800) 523-8688, or equivalent,
- C. Backer Rods - Closed cell backer rod, conform to ASTM D-1622-75, Sonneborn or equivalent.
- F. Epoxy - Provide 2-component, 100% solids, moisture insensitive structural epoxy adhesive, Sikadur 32 or equivalent.

**PART 3 – EXECUTION**

3.01 GENERAL

- A. Unless noted otherwise herein, all materials and equipment noted above shall be installed in strict accordance with their respective manufacturer's recommendations, standard construction practices, and in compliance with codes and standards noted herein.

### 3.02 LAYOUT AND DIMENSIONAL CONTROL

- A. Verify location, orientation, elevation, and other aspects of work prior to pool installation.
- B. Verify all work required to be completed prior to initiation of pool construction has been completed.
- C. Notify Engineer immediately if any site conditions or existing work differs from the Plans.

### 3.03 FINISHES

#### A. Plaster

1. Water blast finished concrete surface of pool to remove all dust, oil, and other loose or deleterious material. If necessary, prepare pool concrete which is to receive a plaster finish by grit blasting or bush hammering to allow proper bonding of plaster to concrete. If necessary to ensure proper bonding of plaster to concrete, acid wash interior of pool with 20 Baume muriatic acid.
2. Apply the plaster in the following average thickness:
  - a. Apply first coat with a minimum thickness of 1/8-inch and a maximum of 1/4-inch,
  - b. Apply second coat with a maximum thickness of 1/4-inch.
3. Allow first coat of plaster to cure for 24 hours before applying second coat.
4. Float surface of second coat with a wood float to form a dense level surface.
5. Acid wash finished plaster surface to remove "cream" and leave a skid resistant surface.
6. Immediately upon completion of plaster installation, fill pool with potable water. **DO NOT** allow high velocity water to impact plaster. Keep walls wet during pool filling,
7. Repair or replace damaged or cracked plaster to match existing.

#### B. Tile

1. Install tile in accordance with Manufacturer's recommendations and any standards referenced herein.
2. Install depth markers and signage true to line and location as indicated in plans. Thoroughly clean surfaces to receive tile work of dirt, oil, paint, and other loose materials or foreign matter before application of mortar setting bed. Perform tile setting in accordance with the latest recommendations of the Tile Council except as may otherwise be noted herein or in Plans. All work shall be performed by mechanics skilled in the trade.

- C. Caulk - Install caulk and backer rod in accordance with Manufacturer's recommendations.

D. Epoxy - Install epoxy in accordance with Manufacturer's recommendations.

3.04 COMMENCEMENT AND INSTRUCTION

- A. Upon completion of all work within the swimming pool, including all plaster and tile finishes, fill pool with clean potable water. Provide adequate equipment including but not limited to pipes, hoses, meters, and labor to fill the pool to the design water level. Maintain water quality until the owner has accepted all work as substantially complete and accepts maintenance responsibilities,
- B. Provide the owner with a minimum of (1) replacement unit for all expendable items including lamps. Provide the owner with a minimum of 2 square feet of all tile installed in the pool for future repairs.
- C. Remove all construction debris, tools, equipment, and other items not part of the permanent work as noted herein and shown in Plans. Sweep concrete walks and decks (pressure wash areas with stubborn soil).

**END OF TECHNICAL SPECIFICATIONS**

**SECTION-BB**  
*(List of park locations for swimming pool improvements)*

Installation of UV sanitizer system on the main filter returns to the following six City park locations:

<u>PARK</u>	<u>ADDRESS</u>	<u>KEY MAP</u>
1. Greenwood Park	602 Beresford	497A
2. Northline Park	6902 Nordling	413W
3. Reveille Park	7700 Oak Vista	535S
4. Sagemont Park	11507 Hughes	567Y
5. TC Jester Park	4201 TC Jester Parkway	451M
6. Westbury Park	5635 Willowbend	531W

Furnish and replace the coping, re-plaster and revise the depth markers to meet code at the following three City park locations:

1. Memorial Park	East Memorial Loop Dr.	492K/F
2. Reveille Park	7700 Oak Vista	535S
3. Sagemont Park	11507 Hughes	576Y

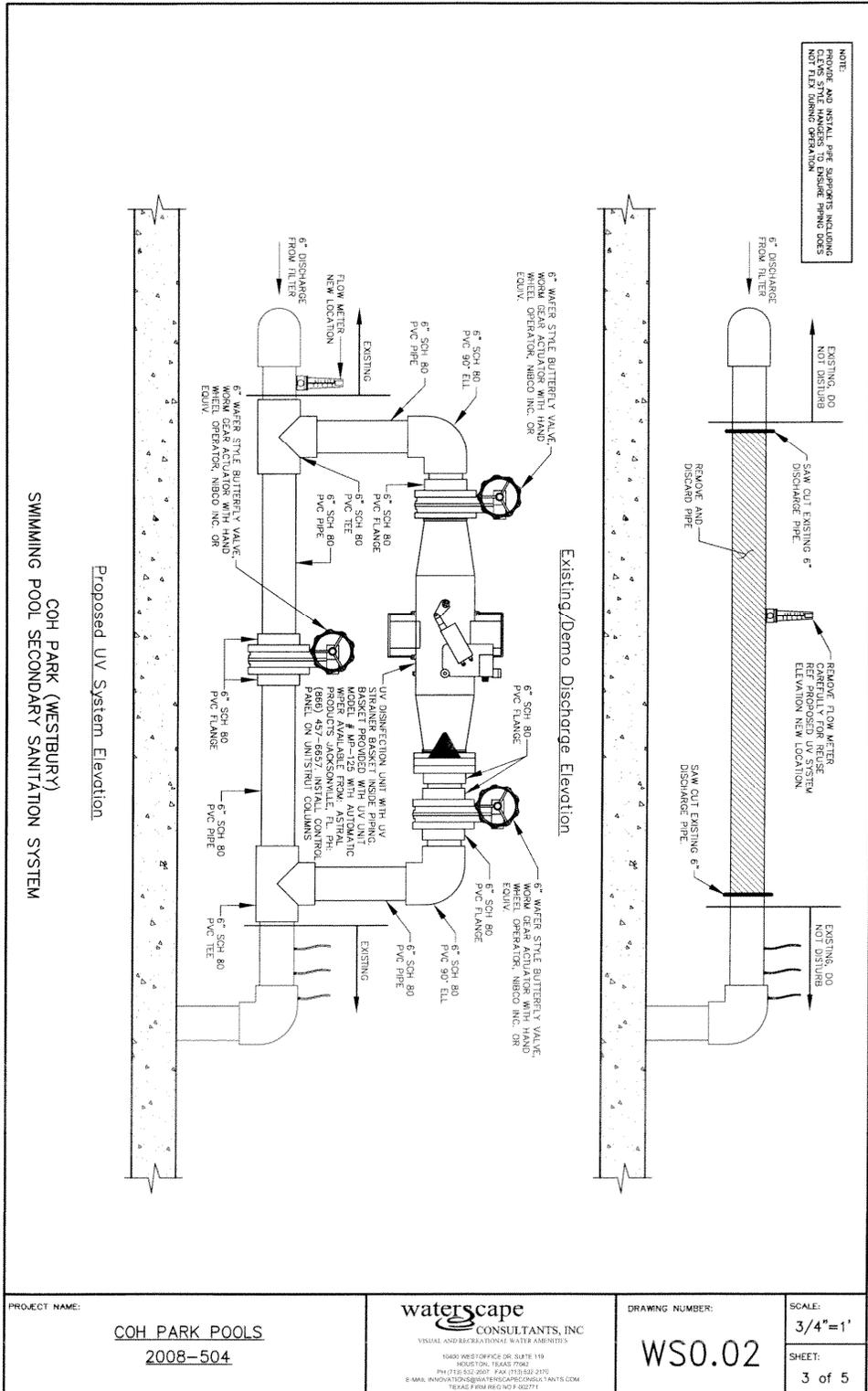
A PDF version of the Technical and Structural Drawings for the Installation of the Sanitizer System, Replace the Coping, Plastering and the Revising of the Depth Markers can be viewed on the following web link:

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23882>

*The technical and structural drawings begin on the following page 17 of 31.*

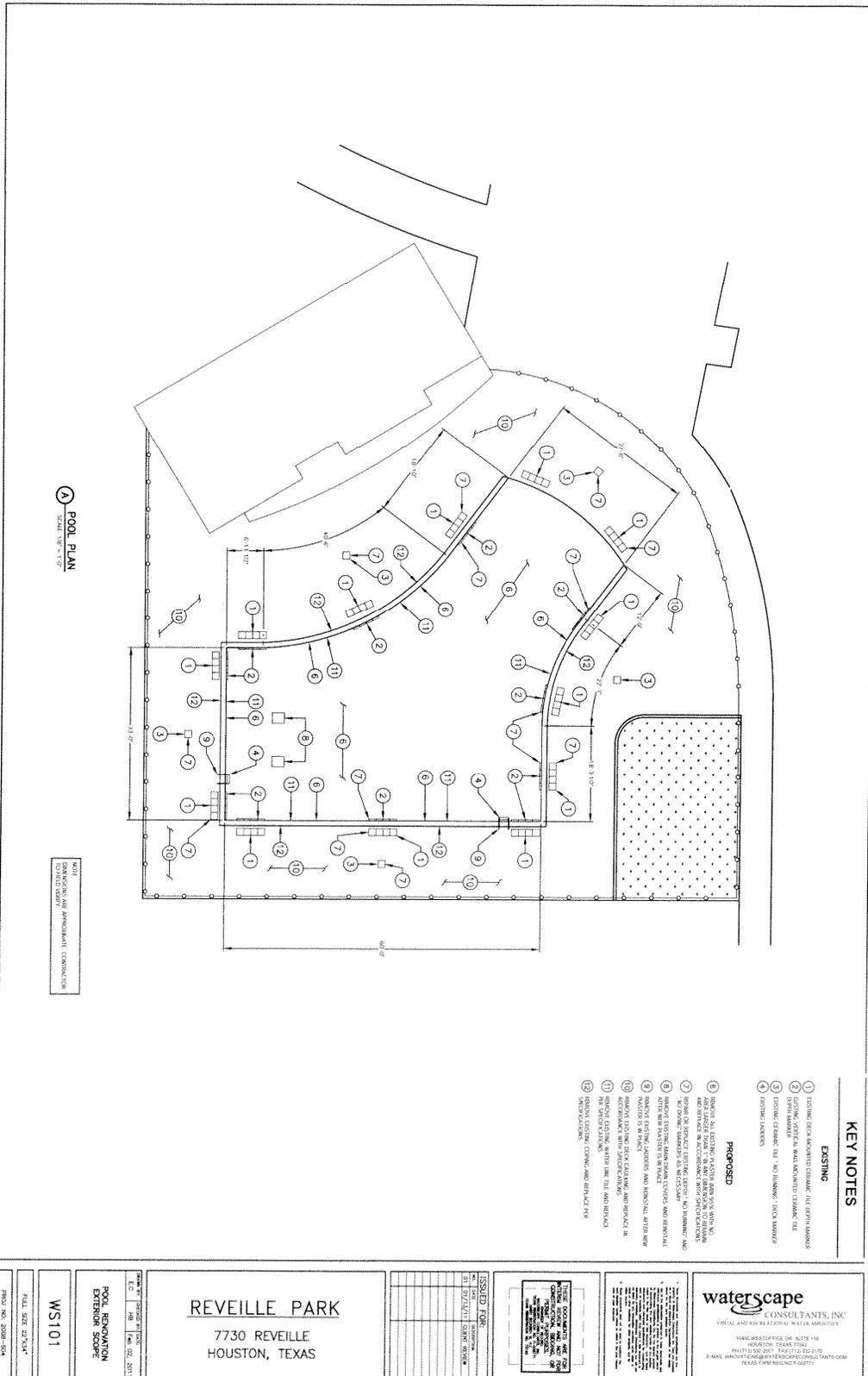
**Secondary Sanitation System for North Line, Greenwood, Reveille and Sagemont  
COH Park Swimming Pools**





Secondary Sanitation System for T. C. Jester COH Park Swimming Pool

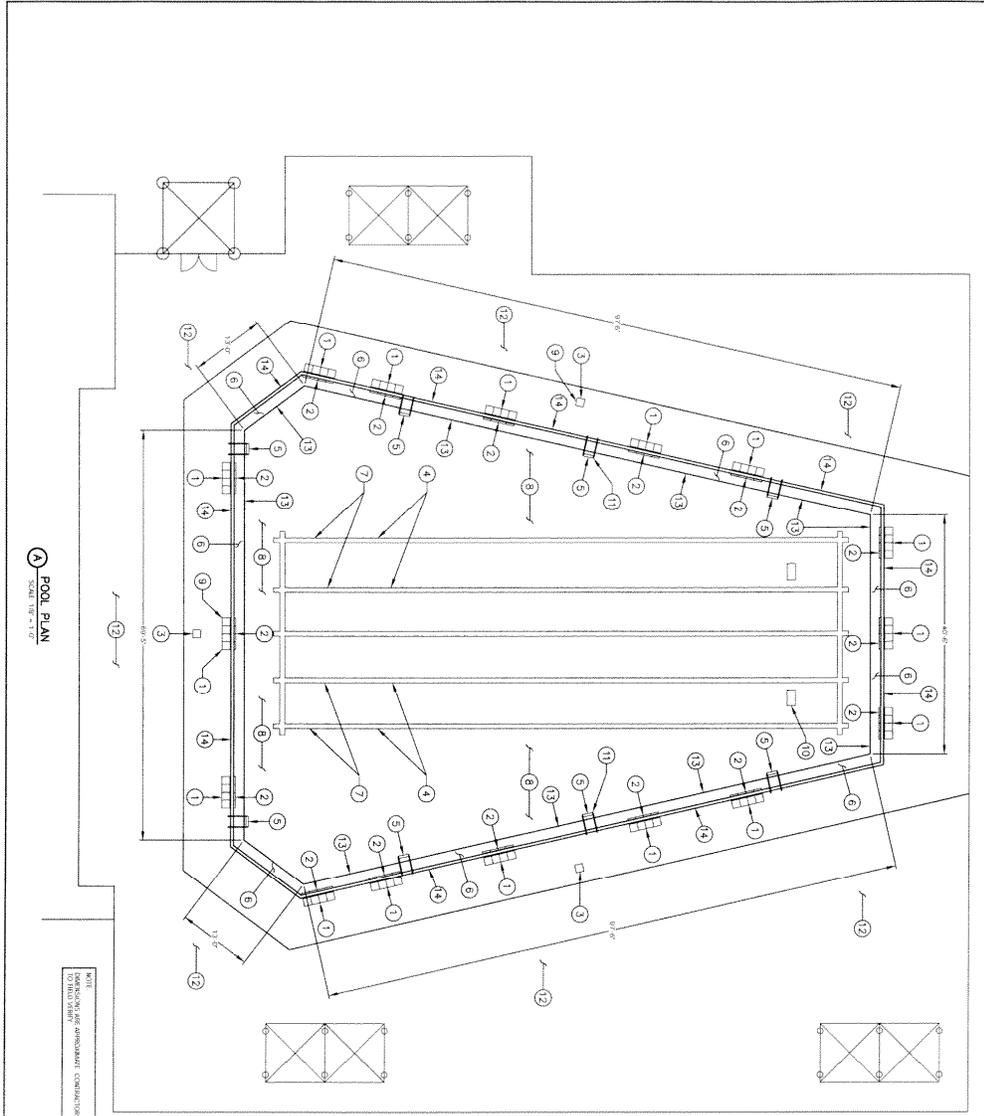




Replace the Coping and Re-Plaster Sagemont COH Park Swimming Pool



# COH Park Swimming Pool



## KEY NOTES

- EXISTING**
- 1) EXISTING DECK AS SHOWN ON EXISTING PLAN
  - 2) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
  - 3) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
  - 4) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
  - 5) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
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  - 13) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
  - 14) EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES
- PROPOSED**
- 1) REMOVE EXISTING DECK AND RECONSTRUCT WITH NEW DECKING MATERIALS AND FINISHES AS SHOWN ON EXISTING PLAN
  - 2) REMOVE EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES AND RECONSTRUCT WITH NEW VERTICAL WALL ELEMENTS AT SCUMM LINES AS SHOWN ON EXISTING PLAN
  - 3) REMOVE EXISTING VERTICAL WALL ELEMENTS AT SCUMM LINES AND RECONSTRUCT WITH NEW VERTICAL WALL ELEMENTS AT SCUMM LINES AS SHOWN ON EXISTING PLAN
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<p><b>MEMORIAL PARK</b> 6402 ARNOT HOUSTON, TEXAS</p>	<p><b>POOL RENOVATION EXTERIOR SCOPE</b></p>	<p><b>WS101</b></p>	<p><b>water scape</b> CONSULTANTS, INC. 1000 WESTPORTER DRIVE, SUITE 100 HOUSTON, TEXAS 77057 TEL: 281.455.2000 FAX: 281.455.2070 WWW.WATERSCAPECONSULTANTS.COM TEXAS REG. NO. F-051777</p>
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## SECTION C

A PDF version of this 2011 Engineering Wage Scale  
can be viewed on the following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23882>

## GENERAL TERMS AND CONDITIONS

A PDF version of the General Terms and Conditions can be viewed on the  
following web link  
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23882>

### Document 00800 SUPPLEMENTARY CONDITIONS

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

#### ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

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

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

#### 3.28 **CONTRACTOR DEBT**

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

#### ARTICLE 8 - TIME

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

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

## ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*
- 9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.
- 9.12 **LIQUIDATED DAMAGES:** *Insert the following Paragraph 9.12.1.1.*
- 9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are **\$250.00 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.

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

THE STATE OF TEXAS

§  
§

KNOW ALL MEN BY

THESE PRESENTS:

COUNTY OF HARRIS

§

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

The condition of this obligation is that: ---

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

**Bid No. C23882  
Swimming Pool Improvements:**

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. 2010.

PRINCIPAL

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Surety

**Document 00612**  
**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:

(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

**Document 00610**  
**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 thereunder, 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 thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

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

**Document 00611**  
**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