



# CITY OF HOUSTON

## INVITATION TO BID

Issued: May 6, 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, June 2, 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:

### **REMOVE, RECONDITION AND RE-INSTALL GENERATORS AND ASSOCIATED EQUIPMENT FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT**

**Bid No. S50-C23955**

**NIGP Code: 928-38/936-39/941-21**

### **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, May 18, 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, 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, RECONDITION AND RE-INSTALL GENERATORS AND ASSOCIATED EQUIPMENT  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
Bid No. S50-C23955  
NIGP Code: 928-38/936-39/941-21**

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, Recondition and Re-install Generators and Associated Equipment at 3 Different City of Houston Water Facilities located in Kingwood 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:**

<b>Table 1</b>
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Contractors References
Pay or Play Contract Compliance Acknowledgement Form
10% Bid Bond

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

<b>Table 2</b>
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00
OCP Insurance Certificate Over \$100,000.00
Performance, Maintenance and Statutory Payment Bonds
Construction 2011 Engineering Wage Decision
Construction 2011 Building Wage Decision
Pay or Play Certification of Agreement to Comply with Program
Pay or Play Form 3 / List of Participating Contractors

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to [arturo.lopez@houstontx.gov](mailto:arturo.lopez@houstontx.gov) no later than **4:00 PM, Monday, May 23, 2011.**

### **NOTE:**

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

**QUALITY AND WORKMANSHIP:**

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

**PERMITS:**

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

**CITY BUILDING CODES:**

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

**BID BOND:**

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

**PERFORMANCE BOND and PAYMENT BOND:**

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

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

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

**MAINTENANCE BOND:**

The Contractor shall furnish a maintenance bond in the total (100%) bid amount in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails

in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

**SITE INSPECTION**

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

**CONTRACTOR'S QUESTIONNAIRE**

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, to **remove, recondition and re-install generators and associated equipment** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed removal, reconditioning and re-installation of generators and associated equipment.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION B**  
**SCOPE OF WORK**

**1.0 Summary of Scope of Work:**

1.1 GENERAL

- 1.1.1 The Contractor shall provide all labor, equipment, tools, supervision, transportation, insurance, permits, bonds and other services necessary to remove and recondition three generators, one automatic transfer switch and three diesel fuel tanks from two City of Houston locations, 7650 Chestwood Dr. and 7000 Ardmore St. After providing the required reconditioning listed for each component, the contractor will transport and re-install the same at three Water Facilities located in Kingwood (3822 Rustic Woods Dr., 8750 Mills Branch Dr. and 2310 North Park Drive, Kingwood, TX, 77339) and must include, testing, programming, and replace the systems in normal working condition.
- 1.1.2 All work shall be completed in accordance to local, state and federal codes. All permitting and licensing is required by the City of Houston. The State of Texas and Federal laws will be the responsibility of the vender performing the work.
- 1.1.3 All equipment removed and not used during the re-installation process will be returned to the City of Houston unless specified in writing.
- 1.1.4 All outages for system tie-ins at the Kingwood locations will be coordinated with the City of Houston and Severn Trent Operations, the City's contractor who manages and operates the Kingwood Water Facilities.
- 1.1.5 Note: All fuel tanks are to be emptied of fuel by the City of Houston.

**2.0 Performance Time:**

- 2.1 The Contractor shall have **90 calendar days** to complete all work associated with and required by the contract after receipt of the written Notice to Proceed from City.

**3.0 Warranty:**

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

**END OF SCOPE OF WORK**

## TECHNICAL SPECIFICATIONS

### LINE ITEM NO. 1

#### 1.0 Equipment:

Cummins Onan  
Model: DFHA-3383623  
Serial Number: K990023595  
750KW, 277/480Volts/60Hz/3Phase/1800RPM

#### 1.1 Scope of Work:

1.1.1 The Contractor shall remove the generator and associated equipment from Site A, located at 7650 Chasewood Dr., Houston, TX 77489 and deliver and re-install at Site D, Kingwood # 2 Plant, located at 3822 Rustic Woods Dr., Kingwood, TX 77339.

1.1.2 The Contractor shall clean the 1,000 gallon diesel tank.

1.1.2.1 The Contractor shall steam clean, pressure wash, prime and paint the 1,000 gallon diesel tank.

1.1.3 Crane Works: The Contractor shall remove and re-install the generator, automatic transfer switch (ATS) and fuel tank.

1.1.3.1 The Contractor shall provide cranes, rigging, riggers and trucking to remove generators, automatic transfer switches, fuel tanks and deliver all to the contractor's facility then deliver from the contractor's facility to the new site location. The generator must be removed from the cinder block building after the exhaust system and brackets are removed. Some blocks may need to be removed to remove the generator.

1.1.3.2 The City will provide clearance and access to the job site from nearest public road.

1.1.3.3 The fuel tank will be emptied of fuel by City personnel before removing.

1.1.3.4 The Contractor shall provide a new weather type, acoustical enclosure on the genset. The approximate delivery time to receive the enclosure is 10-12 weeks. The generator exhaust will have to be modified to fit the generator with the new enclosure.

1.1.4 Disconnect, Reconnect Electric Works and Concrete Works:

1.1.4.1 The Contractor shall disconnect all wiring from the existing transfer switch, generator, fuel level indicator, and display cabinet.

1.1.4.2 The Contractor shall leave on-site wiring as disconnected.

- 1.1.4.3 The automatic transfer switch (ATS) shall be provided by the City.
- 1.1.4.4 The Contractor shall remove and deliver the generator, switch and all associated devices to vendors shop, test automatic switch (ATS), and deliver to the new location.
- 1.1.4.5 The Contractor shall deliver the generator and ATS to the new location, install all required feeder and control wiring from existing main disconnect to the ATS and from the generator to the ATS. The Contractor shall also install the required concrete pad needed for the generator, ATS, fuel tanks and perform start-up and ensure proper operation.
- 1.1.4.6 The Contractor shall be responsible to provide all required electrical permits, electrical inspections, permits for slabs, inspections for slabs, drawings for concrete slabs by P.E., Proctor Density Test, stabilization of soil after Proctor Density Test, Double Mattes, Concrete Slump Test and bonding for project.

**LINE ITEM NO. 2**

2.0 Equipment:

STAMFORD NEWAGE AC GENERATOR  
Type: MV734H6  
Serial Number: W8430708  
800KW, 2400Volts/60Hz/3Phase/1800RPM

2.1 Scope of Work:

- 2.1.1 The Contractor shall remove the generator and associated equipment from Site B, Northeast # 11 Well Site, 7000 Ardmore St. Houston, TX 77054 and deliver and re-install at Site E, Kingwood # 3 Plant, located at 8750 Mills Branch Dr., Kingwood, TX 77339 (Kingwood Drinking Water Plants).
- 2.1.2 The Contractor shall provide an AC generator test.
  - 2.1.2.1 The Contractor shall disassemble the generator completely, steam clean and bake all windings dry.
  - 2.1.2.2 The Contractor shall provide all mechanical and electrical checks to the generator including micro-ohm check, megger check, surge comparison and PI test.
  - 2.1.2.3 The Contractor shall inspect the bearing site surfaces for tolerance, dip all in class H varnish, bake at 300 degrees until cured, strip excess varnish from critical areas, provide a dynamic balance to the rotating field and re-assemble the complete generator.
  - 2.1.2.4 The Contractor shall perform an open circuit and short circuit test

in accordance with the Institute of Electrical and Electronic Engineers (IEEE) 115 standard, record temperature of all windings, bearings, vibrations, and verify the generator's stability to be in proper working order as per manufacturer specification.. The estimated time for the generator reconditioning is 2-3 weeks if no major issues are discovered.

2.1.2.5 The Contractor shall submit a detailed report, paint the generator as the original color, wrap and prepare for delivery.

2.1.3 The Contractor shall clean the 1,000 gallon diesel tank.

2.1.3.1 The Contractor shall steam clean, sand blast, prime the tank and paint the belly.

2.1.4 CRANE WORKS: The Contractor shall remove and install the generator, ATS and fuel tank.

2.1.4.1 The Contractor shall provide cranes, rigging, riggers and trucking to remove the generator and deliver to the contractor's facility, then deliver from the contractor's facility to the new site location.

2.1.4.2 City of Houston is to provide clearance and access to the job site from nearest public road.

2.1.4.3 The fuel tank will be emptied of fuel by City personnel before removing.

2.1.5 Disconnect, Reconnect Electrical Works and Concrete Works:

2.1.5.1 The Contractor shall disconnect all wiring from existing transfer switch, generator, fuel level indicator, and display cabinet and leave on-site wiring as disconnected.

2.1.5.2 The Contractor shall provide a new automatic transfer switch (ATS).

2.1.5.3 The Contractor shall remove and deliver the generator, switch and all associated devices to the contractor's shop, provide the necessary test to the ATS and deliver to the new location.

2.1.5.4 The Contractor shall deliver the generator and switch to the new location, install all required feeders and control circuits, connecting the main disconnect, the new automatic transfer switch, the generator and transformer to proper and acceptable working standards in accordance to manufacturers specifications. The estimated delivery time for new ATS from manufacturing is 3-4 weeks, depending on the manufacturing.

2.1.5.5 The Contractor shall install all required concrete pads, install all required grounding to the transformer, ATS and generator.

2.1.5.6 The Contractor shall install a 2400 volt to 480/277 volt dry type

NEMA rated for outdoor use transformer to change voltage from 2400 volt to 480 volts and perform an acceptable start-up according to the manufacturers specifications. The estimated time of delivery for the transformer is 10 weeks depending on manufacturing.

2.1.5.7 The Contractor shall be responsible to provide all required electrical permits, electrical inspections, permits for slabs, inspections for slabs, drawings for concrete slabs by P.E., Proctor Density Test, stabilization of soil after Proctor Density Test, Double Mattes, Concrete Slump Test and bonding for project.

**LINE ITEM NO. 3**

3.0 Equipment:  
STEWART & STEVENSON  
Model: 16V92GDTAB750  
Serial Number: 127683  
750KW, 277/480Volts/60Hz/3Phase/1800RPM

3.1 Scope of Work:

3.1.1 The Contractor shall remove the generator and associated equipment from Site C, located at 7000 Ardmore St., Houston, TX 77054 and re-install at Site F, Kingwood # 1 Plant, located at 2310 North Park Dr., Kingwood, TX 77339.

3.1.2 AC Generator Test and Repair:

3.1.2.1 The Contractor shall disassemble the generator completely and steam clean and bake all windings dry.

3.1.2.2 The Contractor shall provide all mechanical and electrical checks to the generator including micro-ohm check, megger check, surge comparison, PI test, inspect bearing site surfaces for tolerance.

3.1.2.3 The Contractor shall dip all in class H varnish, bake at 300 degrees until cured, remove from the oven, strip excess varnish from critical areas, provide a dynamic balance for the rotating field and re-assemble the complete generator.

3.1.2.4 The Contractor shall perform an open circuit and short circuit test in accordance with IEEE 115 std, record temp of all windings and bearings, vibrations, etc. and prove the generator is in good working order as per manufacturer specification.

3.1.2.5 The Contractor shall submit a detailed report, paint the generator as the original color, wrap and prepare for delivery.

3.1.3 The Contractor shall clean the 1,000 gallon diesel tank.

3.1.3.1 The Contractor shall steam clean, pressure wash, prime and paint the 1,000 gallon diesel tank.

- 3.1.4 CRANE WORKS: The Contractor shall remove and install the generator and ATS.
- 3.1.4.1 The Contractor shall provide cranes, rigging, riggers and trucking to remove the generator and deliver to the contractor's facility, then deliver from the contractor's facility to the new site location.
- 3.1.4.2 The City will provide clearance and access to the job site from nearest public road.
- 3.1.4.3 The fuel tank will be emptied of fuel by City personnel before removing.
- 3.1.5 Disconnect, Reconnect Electrical Works and Concrete Works:
- 3.1.5.1 The Contractor shall remove and deliver the generator, switch and all associated devices to the contractor's shop and refurbish generator and provide and install a 1600 amp, 480 volt, 3 phase, Transfer Switch.
- 3.1.5.2 The Contractor shall demolish the existing Class 1 and Division 2 receptacles and return them to the City. The Contractor shall note that the receptacle display has approximately 11 control wires from the generator. The Contractor shall wire the start/stop from the generator to the ATS after the generator and switch are delivered to new site.
- 3.1.5.3 The Contractor shall install the ATS to the main service, install a 1600 amp, 480 volt, three phase circuit from the existing main disconnect to the new automatic transfer switch and install a 1600 amp, 480 volt circuit from the generator to the ATS. The estimated delivery time for the new ATS from manufacturing is 3-4 weeks, depending on manufacturing.
- 3.1.5.4 The Contractor shall install all conduit and control wiring from the generator to the transfer switch.
- 3.1.5.5 The Contractor shall install a concrete pad at the new site for the generator approximately 4000 psi 8", install a pad for the 1,000 gallon diesel tank, provide the necessary ground for the diesel tank and generator and perform an acceptable start-up according to the manufacturer's specifications.
- 3.1.5.6 The Contractor shall be responsible to provide all required electrical permits, electrical inspections, permits for slabs, inspections for slabs, drawings for concrete slabs by P.E., Proctor Density Test, stabilization of soil after Proctor Density Test, Double Mattes, Concrete Slump Test and bonding for project.

**END OF DOCUMENT**

## SECTION C

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

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

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23955>

### 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=C23955>

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 \$500.00 per day.**

## ARTICLE 11 - INSURANCE AND BONDS

- 11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.*
- 11.2.1.4 Contractor shall provide Owners and Contractor's Protective Liability Insurance only if the contractor's bid price is equal to or greater than \$100,000.00.
- 11.2.8 *Endorsement of Primary Insurance:* Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.



**ONE-YEAR MAINTENANCE BOND**

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

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

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

**NOW THEREFORE,** if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

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

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

WITNESS: (if not a corporation)

Name of Contractor \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS:

(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_  
Telephone Number of Surety

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

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

\_\_\_\_\_  
Legal Assistant

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

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

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

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

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

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

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

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising

out of Contractor's performance of the Contract.

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

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

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

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

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

EXECUTED in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Address of Principal)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SEAL  
SURETY WITNESS:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

REVIEWED:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paralegal

**STATUTORY PAYMENT BOND**

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

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

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

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

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

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

I

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS:  
(SEAL)

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Address of Surety for Notice

\_\_\_\_\_  
Telephone Number of Surety

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

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

\_\_\_\_\_  
Legal Assistant

\_\_\_\_\_  
Date