



# CITY OF HOUSTON

## INVITATION TO BID

Issued: *January 13, 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, February 2, 2012**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

**REMOVE, EXISTING BELT CONVEYOR AND COMPACTOR SYSTEMS AND ASSOCIATED EQUIPMENT AND  
FURNISH AND INSTALL NEW BELT CONVEYOR SYSTEMS AND ASSOCIATED EQUIPMENT  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT**

**Invitation to Bid No. S50-C24142**

**NIGP Code: 560-30**

### **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, January 25, 2012**. The site visit will be scheduled at the pre-bid conference.

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

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at [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, EXISTING BELT CONVEYOR AND COMPACTOR SYSTEMS AND ASSOCIATED EQUIPMENT AND FURNISH AND INSTALL NEW BELT CONVEYOR SYSTEMS AND ASSOCIATED EQUIPMENT FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT**

Invitation to Bid No. S50-C24142

NIGP Code: 560-30

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

The undersigned hereby offers to provide services necessary to **Remove Existing, Belt Conveyor and Compactors Systems and Associated Equipment and Furnish and Install New Belt Conveyor Systems and Associated Equipment 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, January 30, 2012.**

### **NOTE:**

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

**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.

**SITE SPECIFIC CONDITIONS:**

The Contractor is encouraged to visit the site and verify the physical requirements, prior to submitting their bid. The three existing belt conveyor systems at Sims Bayou North Wastewater Treatment Plant are approximately 1.) 45' long and 20" wide from the bar screen to the dumpster, 2.) 150' long and 24" wide from the sludge discharge point of the first belt press to the mixer and 3.) 18' long and 24" wide from the lime silo to the mixer.

The existing compactor system and associated equipment at the Sagemont Wastewater Treatment Plant need to be removed and a new Belt Conveyor System needs to be installed. The new Belt Conveyor is estimated to be approximately 12 feet long from the discharge point of the bar screen to the drop-off point (dumpster).

The existing compactor system and associated equipment at the Turkey Wastewater Treatment Plant need to be removed and a new Belt Conveyor System needs to be installed. The new Belt Conveyor is estimated to be approximately 18 feet long from the chute to the drop-off point (dumpster).

**ACCEPTABLE MANUFACTURER:**

The supplier and/or manufacturer of the belt conveyor systems and associated equipment shall have a minimum of five (5) years experience record of having supplied a minimum of five systems of similar design which are currently and have been in satisfactory use, conveying debris or similar bulk material. The City of Houston reserves the right to reject any bid, based on an unsatisfactory experience record or the inability of the manufacturer, to meet the specifications.

**HIRE HOUSTON FIRST:**

**Designation as a City Business or Local Business**

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

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

[www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf](http://www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf)

Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952.

**Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:**

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR

- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

**INTERLOCAL AGREEMENTS:**

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

**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 belt conveyor and compactor systems and associated equipment and furnish and install new Belt Conveyor systems and associated equipment. Bidder must have references documenting that it has performed removal, furnishing and installation of belt conveyor systems, compactor systems 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: \_\_\_\_\_

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 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 properly dispose of three belt conveyor systems and associated equipment from the Sims Bayou North Wastewater Treatment Plant, Facility No. 183 located at 9500 Lawndale and one each compactor system and associated equipment from the Sagemont Wastewater Treatment Plant, Facility No. 171 located at 11700 Sage Arbor and Turkey Creek Wastewater Treatment Plant, Facility No. 201 located at 1147 Enclave Parkway. The Contractor shall also be required to furnish and install new conveyor belt systems and associated equipment at the aforementioned locations. The Contractor shall also be required to test, program and insure that all systems are in optimum working condition.

1.1.2 All work shall be completed in strict accordance with federal, state and local regulations, laws and codes. In addition, the Contractor shall be required, at its own expense, to secure approval of the installation drawings/plans from the City of Houston Code Enforcement Plan Review Section.

**2.0 Performance Time:**

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

**3.0 Warranty:**

3.1 The Contractor shall warranty all materials, equipment and workmanship for ***one year***.

## TECHNICAL SPECIFICATIONS

### 1.1 Scope of Work / Equipment, General:

- 1.1.1 **LINE ITEM NOS. 1, 2 & 3:** The Contractor shall be required to provide all labor, equipment, tools, materials, supervision and transportation necessary to remove and properly dispose of the three existing belt conveyor systems (45' X 20", 150' X 24" and 18' X 24") and associated equipment at the Sims Bayou North Wastewater Treatment Plant, located at 9500 Lawndale, Houston, Texas. The Contractor shall also be required to furnish and install three new conveyor systems and associated equipment in the same size as the ones removed (45' X 20", 150' X 24" and 18' X 24"). The 45' X 20" system delivers debris from the bar screen to the dumpster; the 150' X 24" system delivers sludge cake from the three belt presses to the mixer and the 18' X 24" system delivers lime from the lime silo to the mixer at the Sims Bayou North Wastewater Treatment Plant, located at 9500 Lawndale, Houston, Texas.
- 1.1.2 **LINE ITEM NO. 4:** The Contractor shall be required to provide all labor, equipment, tools, materials, supervision and transportation necessary to remove and properly dispose of an existing compactor and associated equipment at the Sagemont Wastewater Treatment Plant, located at 11700 Sage Arbor. The Contractor shall also be required to furnish and install a new 12' x 18" (minimum) belt conveyor system and associated equipment. The new belt conveyor system will deliver debris from the bar screen to the dumpster.
- 1.1.3 **LINE ITEM NO. 5:** The Contractor shall be required to provide all labor, equipment, tools, materials, supervision and transportation necessary to remove and properly dispose an existing compactor system and associated equipment at the Turkey Creek Wastewater Treatment Plant, Facility No. 201, located at 1147 Enclave Parkway. The Contractor shall also be required to furnish and install a new 18' x 18" (minimum) belt conveyor system and associated equipment. The new belt conveyor system will deliver debris from the discharge point of the chute to the dumpster.
- 1.1.4 The five new belt conveyer systems shall be complete with electric motor, belt, pulleys, idlers, support frames, bearings, shafts, mechanical take-ups, belt clearance, hoppers, skirt boards, wipers shafts, emergency pull shut-off chord, electrical panel, the loud sound (high decibel) buzzer or siren, and all other accessories as required for a smooth and satisfactory operation.

### 1.2 Equipment and Material Stipulations:

- 1.2.1 The Contractor shall be required to furnish and install new belt conveyor systems, complete with any required concrete work, any mechanical equipment required for proper operation, including complete drive unit (units), any steel, iron and other miscellaneous construction required by the manufacturer's design. Also, since the belt conveyor systems will

operate in an outdoor environment, the Contractor shall be required to install a hinged cover to protect the belt conveyor from rain, wind, and other environmental elements.

- 1.2.3 The Contractor shall smooth down with a power grinder all sharp edges or corners of any kind, including cut or sheared edges prior to applying the coating on all metal surfaces. The smoothed surface will be used for frames and legs. The material if not specified as stainless steel, shall be hot-dip galvanized after any cuts or smoothing, suitable for use in a corrosive environment handling sludge debris, sludge cake and sludge lime.

### 1.3 **System Specifications for Performance Requirements:**

- 1.3.1 The Contractor shall provide a belt conveyor system that is intended to perform continuously (24/7 if necessary) and must be able to be shut down in case of emergency, through the use of a pull cord, an emergency safety stop switch, or a manual push button stop switch located on an electric panel provided by the Contractor.

- 1.3.2 The Contractor shall provide an electric panel suitable for use in an outdoor environment and will have the following switches/push buttons/alarms located on it:

- 1.3.2.1 Hand /Off (HO) selector switch.
- 1.3.2.2 Reset pushbutton.
- 1.3.2.3 Start pushbutton, momentary contact.
- 1.3.2.4 Stop push button, momentary contact
- 1.3.2.5 Safety Stop alarm.
- 1.3.2.6 Conveyor Run Light
- 1.3.2.7 Conveyor Stop Light
- 1.3.2.8 High decible buzzer or siren.

- 1.3.3 The Contractor shall provide an electric panel with a front hinged door that will meet or exceed the requirements specified in the National Electric Code (NEC). The electric panel shall be completed with all electrical, instrumentation, wiring, and other devices, including any safety devices required. The electric panel shall be delivered to the project site as a prewired coordinated unit, ready for field wiring and startup.

- 1.3.4 The Contractor shall provide a belt conveyor system driven by an electric motor and the motor must be equipped with a motor starter and be able to run on 3-phase, 460/230 V, 60 Hertz, A.C. power supply.

### 1.4 **Installation, Start up and Operation:**

- 1.4.1 The Contractor shall insure that the belt conveyor system is installed fabricated, erected, and placed in proper operating condition in full conformity with the specifications, engineering data, instructions and recommendations of the manufacturer.

- 1.4.2 The Contractor shall insure that each drive is supplied from the factory with any and all necessary optional devices required for this application.

- 1.4.3 The Contractor shall provide a turn-key operation, confirming that the belt conveyor system is able to fully handle the delivery of debris, sludge cake and sludge lime from the bar screens to the dumpster and meet all current operational requirements.
- 1.4.4 Upon completion of installation and inspection by the Contractor, the system shall be tested in full operational mode for an eight hour period/shift prior to the City accepting the system.

1.5 **Operation and Maintenance Manuals, Drawings, Training and Follow-up:**

- 1.5.1 The Contractor shall provide four sets of the operation and maintenance manual, prepared by the manufacturer. These manuals will be used for formal training.
- 1.5.2 The Contractor shall also furnish four sets of shop drawings to include the following:
  - 1.5.2.1 Finalized dimensional plans of the conveyor system layout
  - 1.5.2.2 Control system details
  - 1.5.2.3 Electrical motor name plate data
  - 1.5.2.4 Data on gear box, pulleys or other speed reducing mechanism used.
- 1.5.3 The Contractor shall provide a competent, experienced representative to provide adequate training to City of Houston personnel in the proper operation and maintenance of the equipment.
- 1.5.4 The Contractor shall arrange for the assistance of a factory-trained manufacturer representative to provide follow-up operation, maintenance instruction, and system optimization for one year from the date of system acceptance.

**END OF SECTION**

## 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=C24142>

### 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=C24142>

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