



CITY OF HOUSTON

INVITATION TO BID

Issued: October 11, 2013

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, November 7, 2013**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

**GENERATOR READINESS IMPROVEMENT PROJECT
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Bid No. S50-C24730
NIGP Codes: 285-39**

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.

Pre-bid 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, October 23, 2013. The site visits will be scheduled at the pre-bid conference.**

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

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

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

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

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

***CONTENTS:**

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

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

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

SECTION A



FORMAL ONE-TIME BID

**GENERATOR READINESS IMPROVEMENT PROJECT
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT
Bid No. S50-C24730
NIGP Codes: 285-39**

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

The undersigned hereby offers to provide services necessary for the **Generator Readiness Improvement Project Citywide for the Public Works and Engineering Department**. F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

The City reserves the option, after bids are opened, to adjust the quantities listed on the electronic bid form upward or downward, subject to the availability of funds, and/or make award (s) on a line item basis.

SECTION A

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

Additional Required Forms to be Included with this bid:

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

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

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

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

Note:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than **4:00 PM, Monday, October 28, 2013.**
2. Bidders are required to bid on all Bid Groups.

PERMITS:

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

CITY BUILDING CODES:

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

BID BOND:

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

PERFORMANCE BOND and PAYMENT BOND:

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

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

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

MAINTENANCE BOND:

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

QUALITY AND WORKMANSHIP:

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

SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities

as they relate to the performance of this contract.

PROTEST:

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

A protest shall include the following:

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

INTERLOCAL AGREEMENTS:

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

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

HIRE HOUSTON FIRST:

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

Houston First Application and Affidavit (“HHF Affidavit”) to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

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

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

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

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

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

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

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

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

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

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

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

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

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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

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

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

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

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

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

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

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

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

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

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

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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

M/WBE CONTRACT COMPLIANCE:

The Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **23% MBE and 11% WBE** of the value of this Agreement to MWBEs. The Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO"), and will comply with them.

The Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director.

Document 00200

M/WBE INSTRUCTIONS TO BIDDERS

**A PDF version of Document 00200 – M/WBE INSTRUCTIONS TO BIDDERS
can be viewed on the following web link**

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24730>

Document 00470

BIDDER'S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer's plan to meet the contract-specific MWSBE goal ("contract goal"). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate "Good Faith Efforts", which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. For more information, visit <https://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

Contract Goal 34%	MBE 23%	WBE 11%	Bidder's Participation Goal	SBE	MBE	WBE	Total
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NAICS Code (6 digit)	Plan Item Number (if applicable)/ Description of Work	% of Total Bid Price (2 decimal places)	Cert. Type for Goal (MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ * Date: _____

Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

00470-9
07-01-2013

<<Bidder Name>>

Document 00471

PRE BID GOOD FAITH EFFORTS

Bidder or Proposer Name: _____ **Project Name & Bid/Contract #** _____

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document CCD-00470) to meet the contract specific goal in the Supplemental Conditions (Document 00800), must submit this completed form as well as a Goal Deviation Request Form (Document 00472), and any other documentation of "Good Faith Efforts" with the bid (see Document 00808). The Bidder or Prime Contractor has the burden to demonstrate "Good Faith Efforts" to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City's Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

UNLESS THE BIDDER'S/PROPOSER'S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

00471-11
07-01-2013

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

Document 00472

BIDDER'S MWSBE GOAL DEVIATION REQUEST

Bidder or Proposer Name: _____

Project Name & Bid/Contract #: _____

Department Approved MWSBE Goals	SBE %	MBE %	WBE %	Total %
--------------------------------------------	-----------------	-----------------	-----------------	-------------------

Bidder's Proposed MWSBE Goals	SBE %	MBE %	WBE %	Total %
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Justification: Please provide the reason the Bidder is unable to meet the MWSBE goal in Form 00800.

Good Faith Efforts: Please list any efforts not listed in the Bidder's Good Faith Effort Report (Form 00471).

Date: _____

Bidder: _____

Email: _____

By: _____

Phone Number: _____

Title: _____

FOR OFFICIAL USE ONLY: Approved

Not Approved

OBO Representative _____	Date: _____ Title: _____
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CONTRACTOR'S QUESTIONNAIRE:

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, for ***providing generator readiness improvements that is similar in size and scope to this contract.*** ***The bidder shall be required to have minimum of five (5) years of experience with the work specified in this project as well as licensed personnel for fueling, electrical (journeyman and master), plumbing, gas, Professional Engineer (PE) in electrical, mechanical and structural.*** Bidder must have references documenting that it has provided generator readiness improvements. 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: _____

SECTION B
PART 1

SCOPE OF WORK

1.0 SCOPE OF WORK SUMMARY:

- 1.1 The Contractor shall be required to provide all supervision, labor, materials, equipment, tools, transportation and ancillary items necessary to rehabilitate the generators listed in **SECTION BB**; entitled "Generators" (Types & Locations), and hereinafter referred to as the City's Drinking Water Operations (DWO) Emergency Power Supply Systems (EPSS) and associated auxiliary/ancillary equipment.

2.0 PROJECT DESCRIPTION:

- 2.1 The services are separated into six (6) categories based on the specific expertise and qualification requirements of each category:
- 2.1.1 Fuel Polishing: Testing, Filtration and Conditioning of the on-site diesel fuel as specified within Section 1.0;
 - 2.1.2 Diesel Engine Rehabilitation: Specified in Section 2.0 including the services associated with diesel engine trouble shooting and maintenance;
 - 2.1.3 Alternator, Automatic Transfer Switch (ATS), Motor Control Center (MCC)/Switchgear Systems: Specified in Section 3.0 and include the services associated with electrical /control systems trouble shooting and maintenance;
 - 2.1.4 Control System Upgrades: Specified within Section 4.0 including the technical support of facility control and the Supervisory Control and Data Acquisition Communications Systems, (SCADA);
 - 2.1.5 Waste Fluids/Products and Hazardous Materials Disposal – Concerning Items Waste or Hazardous in Nature: The specifics for proper disposal are listed within Section 5.0;
 - 2.1.6 Load and Safety Testing: After all maintenance and modifications are completed; a two (2) hour load bank and a two (2) hour facility load test shall be conducted as per Section 6.0.

3.0 GENERAL REQUIREMENTS:

- 3.1 The City shall have final approval of all subcontractors. The subcontractors are subject to the same work standards as the prime contractor. All services provided must follow and be in compliance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA) regulations as well as all applicable State and Local codes and regulations. All engine repairs shall be performed by factory certified technicians/factory authorized distributors.

- 3.2 All outages shall be scheduled through the City's UDR. No more than two (2) units shall be out of service at any given time. At plant sites with multiple generators, no more than one (1) unit shall be out of service. The surface water generators shall be scheduled for service outside of hurricane season.
- 3.3 At all times during the repair process, the Contractor shall maintain the City's equipment in a clean and weather protected storage area.
- 3.4 All fasteners must be torqued to manufacturer specification or values as listed in machinery's handbook. All fasteners shall be marked with torque seal inspection lacquer.
- 3.5 All load test results, thermographic images, sample analysis results, clearance settings and torque values shall be combined into site specific report and supplied to the City.
- 3.6 The Contractor shall be required to reference the tabulation of the manufacturer/serial number data for the project generator sets which is listed in SECTION "BB" entitled "Generators" (Types & Locations).
- 3.7 The Contractor shall be required to follow the Texas Commission on Environmental Quality (TCEQ) Regulation No. 117.2003; generators cannot be run for testing and maintenance between 6am and noon. The Contractor shall coordinate all run tests of the engines to occur after noon.
- 3.8 The Contractor shall be required to complete 2.5 generators per month and no more than 2.5 generators will allow being down at one time.

4.0 REFERENCES AND STANDARDS:

- 4.1 Institute of Electrical and Electronic Engineering (IEEE). Standard 51-1992, IEEE Guide for Harmonic Content and Control.
- 4.2 Underwriters Laboratories (UL). UL508
- 4.3 National Electrical Manufacture's Association (NEMA). ISC 6, Enclosures for Industrial Controls and Systems.
- 4.4 International Electrotechnical Commission (IEC). IEC 801-2, 801-4, 255-4.
- 4.5 National Fire Protection Association (NFPA 70 and 110), National Electrical Code (NEC).
- 4.6 Occupational Safety and Health Administration (OSHA)
- 4.7 National Institute of Standards and Technology (NIST)
- 4.8 State and Local codes and Ordinances
- 4.9 City of Houston Electrical Code

All repair and services shall be performed in a manner to comply with the applicable sections of the above standards and codes.

5.0 SECURITY PROTOCOL:

5.1 The Contractor shall be shall be required to comply with the Public Works and Engineering Policy and Procedure guide on background checks of Employment Applicants, Employees, Contractors, Suppliers and follow the Department Standard Operating Procedures (SOP) for Contractor Badge Issuance and Access to Critical Infrastructure Sites. (See the link below)

A PDF version of the Department Standard Operating Procedures
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24730>

6.0 PERFORMANCE TIME:

6.1 The Contractor shall have **540 calendar days** to rehabilitate the listed City's Drinking Water Operations Emergency Power Supply Systems (EPSS) and associated auxiliary/ancillary equipment listed in SECTION BB entitled "Generators" (Types & Locations) in strict accordance with the scope of work/specifications after receipt of the City of Houston Purchase Order.

7.0 WARRANTY:

7.1 The Contractor shall warranty all parts, labor, materials and workmanship for one year subsequent to certification, testing and acceptance of the equipment by the City of Houston.

8.0 SPECIFIED EQUIPMENT OR EQUIVALENT:

8.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

8.2 The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. DETERMINATION AS TO WHETHER THE ITEM (S) BID IS (ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.

9.0 BRAND NAME OR TRADE NAME:

9.1 Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractors/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a

complete description and product literature is provided. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified on the Invitation to Bid.

END OF SECTION

TECHNICAL SPECIFICATIONS

PART II

1.0 SECTION 1 – FUEL POLISHING:

1.1 Fuel polishing and/or replacement of fuel is essential to extending the useful service life of the fuel storage vessels and the diesel engines. Neglected and untreated diesel fuels can damage storage vessels and clog fuel injectors, thereby shortening the lifespan of these units. Prior to the commencement of any engine rehabilitation service; all on-site fuel stored in the bulk diesel storage tanks and local day tanks shall be reconditioned as follows:

1.1.1 Test fuel for suitability of polishing/filtration.

1.1.1.1 If found unsuitable present evidence to the City's Contract Technical Representative (CTR) for review.

1.1.1.2 After approval from the City's CTR, dispose of fuel per EPA requirements, provide manifest of disposal to City.

1.1.1.3 Filter/polish fuel to remove entrained water, sediments and bio-organisms.

1.1.1.4 Clean bio-organisms and other foreign matter from storage tank(s).

1.1.1.5 Treat fuel with biocides and fuel stabilizer.

2.0 SECTION 2 – DIESEL ENGINE REHABILITATION:

2.1 The rehabilitation of diesel engines neglected over a several year period is essential to extending the useful life of said engines and minimizing the potential for catastrophic failure of the engines.

2.2 Diesel Engine Rehabilitation Services: The following services are to be performed at all locations. All replacement fluids shall be as per the engine manufacturer specifications. All parts shall be factory O.E.M.

2.3 Manuals:

2.3.1 Obtain engine specific operations and maintenance manual for each engine, at conclusion of project, include manual with project deliverables.

2.4 Cooling System:

2.4.1 Drain and replace coolant with extended life coolant.

2.4.2 Replace/re-core radiator (replace blower motor on remote mounted radiators).

2.4.3 Replace V-belts.

- 2.4.4 Replace all coolant hoses and install isolation valves for coolant heater.
- 2.4.5 Replace radiator cap.
- 2.4.6 Replace water pump and inspect cooling system gaskets for leaks.
- 2.4.7 Replace jacket water heater(s) and adjust thermostat setting to manufacturer recommendation. Heater output shall conform to engine manufacturer specification.
- 2.4.8 Inspect pulleys for excessive wear.
- 2.4.9 Replace hose clamps w/ constant tension hose clamps.
- 2.4.10 Lubricate fan drive with bearing lubricant.
- 2.4.11 Collect coolant sample for analysis, submit results in project report.

2.5 Lubrication System:

- 2.5.1 Collect oil sample for scheduled oil sampling program, submit results in project report.
- 2.5.2 Change engine oil using manufacturer recommended diesel engine oil.
- 2.5.3 Change oil filter(s).
- 2.5.4 Check for excessive crankcase blow-by with engine running.
- 2.5.5 Inspect front and rear crankshaft seals and lubrication system gaskets for leaks. Replace/repair any leaking seal/gasket.
- 2.5.6 Replace crankcase breather, inspect hose and connections.

2.6 Valve Train:

- 2.6.1 Remove all valve covers visually inspect valve train.
- 2.6.2 Adjust valve clearance to engine specification.

2.7 Fuel System:

- 2.7.1 Replace fuel transfer pump.
- 2.7.2 Replace fuel priming pump.
- 2.7.3 Test day tank pump for proper operation and level (as applicable).

- 2.7.4 Replace original equipment, non-Racor fuel water separator with appropriately sized Racor fuel/water separator.
- 2.7.5 Replace all steel and rubber fuel lines. Verify proper line bracket support. Replace all fuel injectors.
- 2.7.6 Stick the main tank for water (if accessible).
- 2.7.7 Replace primary and secondary fuel filter(s).
- 2.7.8 Lubricate governor linkage.
- 2.7.9 Test day tank alarms.
- 2.8 Starting & Charging Systems:
 - 2.8.1 Replace batteries.
 - 2.8.2 Test and record (for each battery):
 - 2.8.2.1 Battery voltage.
 - 2.8.2.2 Cold Cranking Amperage.
 - 2.8.3 Replace battery charger with La Marche ESCR-20/10-12/24V-AV1; adjust float rate for optimum battery performance and life per manufacturer recommendation.
 - 2.8.4 Check alternator for proper charge rate and record with engine running.
 - 2.8.5 Replace alternator belt.
 - 2.8.6 Clean and apply corrosion inhibitor to the terminals of lead acid batteries.
 - 2.8.7 Replace all battery cables, cable ends shall be crimp-on connections.
 - 2.8.8 Replace starter solenoid(s).
 - 2.8.9 Inspect and tighten starter motor(s) connections and wiring.
 - 2.8.10 Check for proper crank termination upon starting.
 - 2.8.11 Test and record battery cells electrolyte specific gravity.
 - 2.8.12 Check and record battery voltage dip level during over crank test for minimum voltage required to maintain controls during start-up.
- 2.9 Exhaust System:
 - 2.9.1 Check for abnormal exhaust characteristics with engine running (signs of wet stacking).

- 2.9.2 Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
- 2.9.3 Inspect exhaust manifold(s) for broken or missing hardware.
- 2.9.4 Install drain valve at low point of exhaust piping.
- 2.9.5 Replace flapper style rain cap.
- 2.9.6 Air Intake System.
- 2.9.7 Replace air cleaner element(s).
- 2.9.8 Test air cleaner indicator.
- 2.9.9 Check all air intake piping for damage and loose connections.
- 2.9.10 Inspect air cleaner seal for pliability and sealing.
- 2.9.11 Inspect turbocharger for excessive end play clearance and seal leakage.
- 2.10 Control Panel: (At sites which are not designated for Control System Upgrades)
 - 2.10.1 Operational check of illumination and safety lamps.
 - 2.10.2 Check proper operation of engine and generator instruments with generator running.
 - 2.10.3 Adjust governor control for optimum performance and frequency.
 - 2.10.4 Adjust voltage regulator for proper voltage.
 - 2.10.5 Check for and tighten loose terminals.
 - 2.10.6 Check tightness of relays in the control system.
 - 2.10.7 Inspect for excessive dirt accumulation and vacuum as needed.
 - 2.10.8 Test auto-start system.
 - 2.10.9 Test safeties and pre-alarms on control and annunciator panels.

3.0 SECTION 3 – ALTERNATOR, AUTOMATIC TRANSFER SWITCH (ATS) & MOTOR CONTROL CENTER (MCC)/SWITCHGEAR SYSTEMS SERVICE/REHABILITATION:

- 3.1 Alternators and mechanical electrical components associated with emergency power facilities not utilized over a period of several years will become less reliable, fail upon exercising, and weaken in their ability to provide required power volumes. The work in

this program is expected to return these items to a useful condition and extend their useful lifespan.

3.2 Alternator, Automatic Transfer Switch and Motor Control Center Service/Rehabilitation: The following services are to be performed at all locations all adjustment/clearance settings shall be as per the O.E.M specifications.

3.3 Alternator and Voltage Regulator:

3.3.1 Check rotor air gap for correct clearance.

3.3.2 Inspect rotor and stator for damage, excessive oil and/or dirt accumulation.

3.3.3 Inspect coupling and guards for loose or missing parts.

3.3.4 Verify tightness of generator leads and voltage regulator wiring.

3.3.5 Strap and tape any wiring or generator leads with rubbing or worn insulation.

3.3.6 Inspect brushes and slip rings or rotating rectifiers.

3.3.7 Verify exciter condition and operation.

3.3.8 Lubricate generator bearing as per manufacturer specifications.

3.3.9 Verify continuity of space heater(s).

3.3.10 Measure and record resistance readings of windings with insulation tester.

3.4 Automatic Transfer Switch:

3.4.1 Check connections;

3.4.1.1 A thermographic scan shall be conducted while the ATS is under utility load. This thermographic scan shall be repeated during the EPSS load test.

3.4.1.2 With power connected to the utility source, measure and record millivolt drop levels across each pole.

3.4.1.3 With power connected to the emergency source, measure and record millivolt drop levels across each pole.

3.4.1.4 With power secured and both the emergency and normal sources properly locked out and tagged out, measure the micro-ohm resistance levels across the following connection points:

3.4.1.4.1 Emergency source cabling lug to bus,

3.4.1.4.2 Utility source cabling lug to bus,

- 3.4.1.4.3 Load cabling lug to bus,
- 3.4.1.4.4 Neutral cabling lug to bus,
- 3.4.1.4.5 Load connected to utility across each pole,
- 3.4.1.4.6 Load connected to emergency across each pole.
- 3.4.1.5 Inspect or test for evidence of overheating or excessive contact corrosion.
 - 3.4.1.5.1 With power from both sources secured and properly locked out and tagged out, remove all protective pole covers and arc chutes.
- 3.4.2.5.2 Inspect main contacts and other current carrying parts for signs of corrosion or overheating.
- 3.4.2.5.3 Inspect insulating materials or standoff insulators for signs of contamination (dirt, grime, oil, etc.).
- 3.4.2.5.4 Clean contaminated surfaces with a solvent approved for this purpose.
- 3.4.2.5.5 Inspect control connection, plugs, and harnesses for signs of corrosion, heat, contamination, and so forth.
- 3.4.2.5.6 Using a vacuum, remove all dust and debris from the ATS cabinet, transfer switch mechanism, bus, and so forth.
Note: DO NOT USE COMPRESSED AIR TO BLOW OUT DUST.
- 3.4.2.5.7 Inspect cabinets for proper sealing. Open conduit knockouts or other penetrations should be properly sealed to prevent the introduction of dust, moisture, or other alien matter. Enclosures installed outside should be inspected for proper seal and appropriate gasketing. Ensure that enclosure door securing devices are intact and properly secured.
- 3.4.2.5.8 Replace and secure all protective pole covers and chutes. Remove lockout devices and resupply normal power. Observe proper manufacturer's procedures.
- 3.4.2.6 Verify control and feature setpoints and operation.
- 3.4.2.7 Measure and record the following data and setpoints:
 - 3.4.2.7.1 Utility source voltage phase to phase, phase to ground, and phase to neutral.

- 3.4.2.7.2 Engine start time (from crank start to source available light or relay pickup).
 - 3.4.2.7.3 Emergency source voltage phase to phase, phase to ground, and phase to neutral.
 - 3.4.2.7.4 Load current each phase.
 - 3.4.2.7.5 Momentary override normal deviation where provided.
 - 3.4.2.7.6 Transfer time delay where provided.
 - 3.4.2.7.7 Return to normal source time delay where provided.
 - 3.4.2.7.8 Engine cool-down where provided.
 - 3.4.2.8 Verify proper operation of all indicator lights, meters and controls.
 - 3.4.2.9 Return ATS to normal service.
- 3.5 Alternator Motor Control Center:
- 3.5.1 Inspect and calibrate all protection devices
 - 3.5.2 Inspect and calibrate all meters, replace any meter(s) which are inoperable or exhibit impaired visibility due to clouding or discoloration of the lens.
 - 3.5.3 Replace all indicator lights.

4.0 SECTION 4 – CONTROL SYSTEM UPGRADES:

- 4.1 The installation of upgraded control systems will extend the useful lifespan of the electrical components associated with the generators, increase fuel efficiency, and provide compatibility with the SCADA system operated by DWO.
- 4.2 The following upgrades will occur only at locations indicated in the Purchase Order Fee Schedule: Install an Engine Manufacturer’s Specific Digital Generator Set Controller. The controller shall be equipped with a **resistance temperature detector (RTD)** module for monitoring of generator temperatures. All engine sensors interfaced with Controller shall be replaced.
- 4.3 Unit shall monitor the following parameters:
 - 4.3.1 Generator Monitoring;
 - 4.3.1.1 Voltage (L-L, L-N)
 - 4.3.1.2 Current (Phase)

- 4.3.1.3 Average Volt, Amp, Frequency
- 4.3.1.4 KW, KVAR, KVA (Average, Phase, %)
- 4.3.1.5 Power Factor (Average, Phase)
- 4.3.1.6 KW-HR, KVAR-HR (total)
- 4.3.1.7 Excitation voltage and current (with CDVR)
- 4.3.1.8 Generator stator and bearing temp
- 4.3.1.9 Generator Protection
- 4.3.1.10 Generator phase sequence
- 4.3.1.11 Over/Under voltage (27/59)
- 4.3.1.12 Over/Under frequency (81 O/U)
- 4.3.1.13 Reverse Power (KW) (32)
- 4.3.1.14 Reverse Reactive Power (KVAR) (32RV)
- 4.3.1.15 Overcurrent (50/51)
- 4.3.1.16 Current Balance (46)
- 4.3.2 Engine Monitoring;
 - 4.3.2.1 Coolant temperature
 - 4.3.2.2 Oil pressure
 - 4.3.2.3 Engine speed (RPM)
 - 4.3.2.4 Battery voltage
 - 4.3.2.5 Run hours
 - 4.3.2.6 Crank attempt and successful start counter
 - 4.3.2.7 Enhanced engine monitoring (with electronic engines)
- 4.3.3 Engine Protection;
 - 4.3.3.1 Control switch not in auto (alarm)
 - 4.3.3.2 High coolant temp (alarm and shutdown)

- 4.3.3.3 Low coolant temp (alarm)
- 4.3.3.4 Low coolant level (alarm)
- 4.3.3.5 High engine oil temp (alarm and shutdown)
- 4.3.3.6 Low, high, and weak battery voltage
- 4.3.3.7 Overspeed
- 4.3.3.8 Overcrank
- 4.3.4 Control
 - 4.3.4.1 Run / Auto / Stop control
 - 4.3.4.2 Speed and voltage adjust
 - 4.3.4.3 Local and remote emergency stop
 - 4.3.4.4 Remote start/stop
 - 4.3.4.5 Cycle crank
 - 4.3.4.6 Inputs & Outputs
 - 4.3.4.7 Two dedicated digital inputs
 - 4.3.4.8 Twelve programmable digital inputs
 - 4.3.4.9 Seventeen programmable digital outputs
- 4.3.5 Communications;
 - 4.3.5.1 Primary and accessory CAN data links
 - 4.3.5.2 RS-485 annunciator data link
 - 4.3.5.3 Modbus TCP (10BT Ethernet)
 - 4.3.5.4 Modbus RTU (RS-485 Half duplex)

5.0 SECTION 5 – WASTE FLUIDS/PRODUCTS AND HAZARDOUS MATERIALS DISPOSAL:

- 5.1 The Contractor shall dispose of all waste fluids, oily rags, oil absorbents and all hazardous waste per EPA/TCEQ/City of Houston regulations and/or guidelines.
 - 5.1.1 A manifest for all disposal activities shall be provided to the City upon removal from each site.

6.0 SECTION 6 – OPERATIONAL LOAD AND SAFETY TESTING:

- 6.1 The Contractor shall at the conclusion of all rehabilitation activities and system modifications, be required to conduct unit load test to verify full load capacity and system functionality.
- 6.2 Safety Testing: A test of all safety warning and shutdown parameters shall be tested; actual warning and shutdown points shall be recorded.
- 6.3 Operational Readiness Test;
 - 6.3.1 Make walk around inspection of complete generator.
 - 6.3.2 Thoroughly clean exterior of engine and alternator via manufacturer recommended methods.
 - 6.3.3 Inspect generator set vibration isolators and adjust as needed.
 - 6.3.4 Check for unit on-line capability in less than 120 seconds.
 - 6.3.5 Check for abnormal noise or vibration.
 - 6.3.6 Re-check oil level while running.
 - 6.3.7 Re-check for leaks with engine running.
 - 6.3.8 Check for proper operation of remote fan motors, thermostats, circulating pumps and solenoid valves.
 - 6.3.9 Check inlet and discharge louvers for proper operation with engine running and stopped.
 - 6.3.10 Verify engine cool down timer, adjust setting to ten (10) minutes (as required).
- 6.4 Load Bank Testing: The Contractor shall be required to furnish the appropriately sized step down transfer and load bank, along with all necessary conductors, connections and personnel to conduct a two (2) hour load test (30 minutes each @ 25%, 50%, 75% and 100%) with a subsequent 10 minute cool down. Data for voltage, amperage, kW, frequency, engine coolant temperature, engine oil pressure, hourmeter, and exhaust temperature shall be recorded on 15 minute intervals.
- 6.5 Facility Load Testing: Following the load bank test, a facility load test shall be conducted. The timing of the facility load test must be approved by the Drinking Water Operations Groundwater Operations prior to test.
- 6.6 Collect post-test oil sample for scheduled oil sampling program, submit results with project report.
- 6.7 Project Deliverables: At conclusion of activities at each site, the Contractor shall be required to submit to City:

- 6.7.1 Engine O&M Manual,
- 6.7.2 Load Test Results,
- 6.7.3 Thermographic images,
- 6.7.4 Oil and coolant sample results.

END OF SECTION

SECTION BB

Part III

GENERATORS (TYPES & LOCATIONS)

	LOCATION	ADDRESS	KW	VOLTS	ENGINE MANUFACTURER	ENGINE SERIAL #	ENGINE MODEL#	GENERATOR MANUFACTURER	GENERATOR SERIAL #	GENERATOR MODEL #	FUEL CAP.
1	ACRES HOMES PLT. GEN.#5	1810 DOLLYWRIGHT	2000	2300	CUMMINS	33151725	QSK60-G6	CUMMINS	D020361-762	2000DQKC-2289	4000
2	SOUTHWEST PLT. GEN.#1	4410 WESTPARK	1500	4160	CATERPILLAR	6HN00474	3516B STD	KATO	13831-01	A269940000	26000
3	SOUTHWEST PLT. GEN.#2	4410 WESTPARK	1500	4160	CATERPILLAR	6HN00480	3516B STD	KATO	13831-03	A269940000	
4	SOUTHWEST PLT. GEN.#3	4410 WESTPARK	1500	4160	CATERPILLAR	6HN00475	3516B STD	KATO	13831-02	A269940000	
5	KATY - ADDICKS REPUMP	1456 BRITTMORE	1500	2300	CUMMINS	25283663	KTA50-G9	ONAN	D030491805	1500DFLE-3451	4000
6	ACRES HOMES PLT. GEN.#1	1810 DOLLYWRIGHT	1300	2300	CATERPILLAR	24Z02111	3512 STD	INTERNATIONAL ELECTRIC CORP.	AJ-65VNW51-1-B	G432VNW-314	4000
7	SPRING BRANCH PLT.	9400 KEMPWOOD	1250	2300	CUMMINS	33115312	KTTA50-G5	ONAN	P9705/1	KTTA50G5	2000
8	BELLAIRE BRAES #6 WELL	8222 S. DAIRY ASHFORD	1200	2300	DETROIT DIESEL	12E0009182	12VT149	STAMFORD	W8433/1	MV734HI	1500
9	KATY - ADDICKS #11 WELL	1100 1/2 N. ELDRIDGE	1200	2300	DETROIT DIESEL	16VF007999	16VT92	STAMFORD	W8432/5	MV734H	2000
10	JERSEY VILLAGE WELL #3	11905 SPENCER	1200	2300	DETROIT DIESEL	16VF0080000	16VT92	STAMFORD	W8432/1	MV734H	2000
11	KATY - ADDICKS #10 WELL	12835 CLAY	1200	2300	DETROIT DIESEL	16VF007964	16VT92	STAMFORD	W8432/4	MV734H	2000
12	KATY - ADDICKS PLT.	11500 OLD KATY RD.	1100	2300	CATERPILLAR	24Z01917	3512 STD	INTERNATIONAL ELECTRIC CORP.	II65VNW01-4-B	G432VNW-314	2600
13	SIMS BAYOU PLT. GEN.#1	13840 CROQUET	1100	2300	CATERPILLAR	24Z02112	3512 STD	INTERNATIONAL ELECTRIC CORP.	AJ65VNW51-2-B	G432VNW-314	4000
14	BELLAIRE BRAES PLT.	12423 BELLAIRE BLVD.	1100	2300	CATERPILLAR	24Z01913	3512 STD	STAMFORD	II-65VNW01-1-B	G432VNW-314	2000
15	ACRES HM #3 WELL	2110 ESTER	1100	2300	DETROIT DIESEL	12VF003842	12VT92	STAMFORD	W8431/1	MV734H	2000
16	SOUTHWEST #4 WELL	6002 WESTPARK	1100	2300	DETROIT DIESEL	12VF003844	12VT92	STAMFORD	W8431/2	MV734H	1700
17	JERSEY VILLAGE WELL #5	13410 SPENCER	1100	2300	DETROIT DIESEL	16VF007992	16VT92	STAMFORD	W8432/3	MV734HL	2000
18	SPRING BRANCH #3 WELL	9531 KEMPWOOD	950	2300	CUMMINS	33114899	KTTA38G	ONAN	P9705/2	KFTA-38G	2000

A PDF version of the Generators (Types & Locations) can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24730>

19	JERSEY VILLAGE PLT. GEN # 2	7207 FAIRVIEW	900	4160	CATERPILLAR	24Z01927	3516 STD	INTERNATIONAL ELECTRIC CORP.	II65VNW01-314	G432VNW-314	2000
20	SIMS BAYOU #2 WELL	13812 1/2 CROQUET	800	2300	DETROIT DIESEL	12V083579	12VT71	STAMFORD	W8430/1	MV734H	1700
21	SPRING BRANCH #2 WELL	9420 EMNORA	800	2300	DETROIT DIESEL	12V083739	12VT71	STAMFORD	W8430/05	MV734HS	2000
22	BELLAIRE BRAES #3 WELL	1811 CORONA LN.	800	2300	DETROIT DIESEL	12VA083726	12VT71	STAMFORD	W8430/3	MV734H	1500
23	SIMS BAYOU #3 WELL	13825 BLUE RIDGE	800	2300	DETROIT DIESEL	12VA083738	12VT71	STAMFORD	W8430/4	MV734HS	1700
24	SIMS BAYOU #4 WELL	12445 HODGES	800	2300	DETROIT DIESEL	12VA083740	12VT71	STAMFORD	W8430/07	MV734HS	1700
25	BELLAIRE BRAES #5 WELL	12885 CARVEL LN.	800	2300	DETROIT DIESEL	12VA083741	12VT71	STAMFORD	W8430/06	MV734H	1500
26	ACRES HM #4 WELL	2300 ELLINGTON	800	2300	DETROIT DIESEL	12VF083598	12VT92	STAMFORD	W8430/2	MV734H	2000
27	INTERWOOD PLT.	116 ALLIANT	800	480	CUMMINS	37204096	QST30-G1-NR1	ONAN	G020395547	DFHA-556-3583	1000
28	DIST. # 218 PLT.	12705 BRANT ROCK	800	480	CUMMINS	37203982	QST30G2-NR1	ONAN	G020390629	DFHB-5563011	1000
29	DIST. # 184 PLT.	10518 BEECHNUT	800	480	CUMMINS	37203534	QST30-G2-NR1	ONAN	G020390630	DFHB-5563011	2000
30	WEST HOUSTON # 3 PLT.	14925 RICHMOND	600	480	CUMMINS	37106197	VTA-1710-G5-2	ONAN	MC-93304-3/19-2	680FDR7038 H-W	1000
31	DIST. # 71 #1 PLT.	1610 HAYES	600	480	CATERPILLAR	23Z01663	3508 STD	INTERNATIONAL ELECTRIC CORP.	II-65GEW01-B	G432GEW-315	2000
32	PARK TEN CENTRAL PLT.	1300 LANGHAM CRK.	560	480	DETROIT DIESEL	16VA019298	16VT92	INTERNATIONAL ELECTRIC CORP.	DF-5129	G424PEJ-002	1000
33	DIST. # 123 PLT.	10003 S. KIRKWOOD	525	480	DETROIT DIESEL	12VF014059	12VT92	KOHLER	608171	500ROZD	1000
34	HIA - 1 PLT.	3102 MCKAUGHAN	515	480	DETROIT DIESEL	12VF013753	12VT92	KOHLER	603322	500ROZD	1000
35	WEST HOUSTON # 1 PLT.	15306 WESTHEIMER	475	480	DETROIT DIESEL	8VF071288	8VT92	MARATHON	WA-502241-1195	572RSL4024	1000
36	SEWPP (TM2 #1)	3100 GENOA RED BLUFF	400	480	CUMMINS	K09006421	DFEH-1588116	CUMMINS			1000
37	NEWPP (PUMP ROOM)	12121 N. SAM HOU. PRKWY.	350	480	CUMMINS	B030469887	DFEG-594366	ONAN			1000
38	EWPP PLT-3(CL2)	2300 FEDERAL RD.	350	480	DETROIT DIESEL	08VF168263	8VT92	KOHLER	367829	350ROZD71	1000
39	SEWPP (TM2 #2)	3100 GENOA RED BLUFF	300	480	CUMMINS	K090064301	DQHAB-1588112	CUMMINS			1000
40	RIDGEMONT PLT.	15908 RIDGEROE	300	480	CUMMINS	37190749	KTA19-03	ONAN	L990030174	DFEC-3383672	1000

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41	PARK TEN EAST PLT.	14315 PARK ROW	230	480	CUMMINS	34682663	LTA-10G1	ONAN	A930497874	230.DFAB	1000
42	EWPP PLT-1(ADMIN/ SEC.)	2300 FEDERAL RD.	200	480	CUMMINS	30113942	QSX15-G9	ONAN	F050799959	DFEG-5729475	1000
43	EWPP PLT-1 (CL2)	2300 FEDERAL RD.	200	480	DETROIT DIESEL	06A0472577	8VT71	KOHLER			1000
44	NEWPP (RAW WATER)	12121 N. SAM HOU. PRKWY.	50	480	CUMMINS	E060926045	DGCA57640 49	ONAN			1000
45	SEWPP	3100 GENOA RED BLUFF	50	480	CUMMINS	K090065275	DSFAC-1588114	CUMMINS			1000

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END OF SECTION

SECTION C

ENGINEERING WAGE SCALE

A PDF version of the 2013 Engineering Wage Scale can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24671>

BUILDING WAGE DECISION

A PDF version of the 2013 Building Wage Scale can be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24730>

PW&E POLICY AND PROCEDURES FOR CONTRACTORS

A PDF version of the PW&E Policy & Procedures for Contractors
can be viewed on the following web link

<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24730>

Document 00700

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=C24730>

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2011 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

- 1.1 DEFINITIONS: Insert the following Paragraph 1.1.9.1, and 1.1.23, and reorder the remaining definitions accordingly.
 - 1.1.9.1 The firm of *N/A* been employed by the City as Construction Manager for the Work.
 - 1.1.23 Good Faith Efforts are steps taken to achieve a Contract Goal or other requirements which, by their scope, intensity and usefulness demonstrates the bidder's responsiveness to fulfill the business opportunity objective prior to the award of a contract, as well as the contractor's responsibility to put forth measures to meet or exceed the Contract Goal throughout the duration of the contract.
 - 1.1.24 Good Faith Efforts are required to be made and demonstrated by an apparent successful bidder on goal oriented contracts or proposer on a regulated contract prior to award of a contract. Good Faith Efforts are required on professional services and construction contracts and on procurement of goods and non-professional service contracts with goals. If a bidder, when submitting a participation plan at the time of a bid or proposal submission, anticipates it cannot or will not meet the Contract Goal prior to the award, the bidder must demonstrate to Office of Business Opportunity ("OBO") it has made Good Faith Efforts to meet the Contract goal, to be eligible for the contract award

ARTICLE 3 - THE CONTRACTOR

- 3.5 LABOR: Insert the following Paragraphs, 3.5.3.1.1 and 3.5.3.1.2.
- 3.5.3.1.1 If the original contract price is greater than One Million Dollars, the Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:
- .1 The MBE goal is **23** percent,
 - .2 The WBE goal is **11** percent, and
 - .3 The PDBE goal is 0 percent.
 - .4 The bidder may substitute SBE participation of no more than five percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.
- 3.5.3.1.2 The MBE, WBE, PDBE, and SBE goals are unique and specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.
- 3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

ARTICLE 8 - TIME

- 8.1 PROGRESS AND COMPLETION: Add the following Paragraph 8.1.6.1.
- 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] [actual costs] 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 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are **\$1,200.00 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.

END OF DOCUMENT

ONE-YEAR MAINTENANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date

PERFORMANCE BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

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

out of Contractor's performance of the Contract.

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

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

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

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

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

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

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

(Name of Principal)

(Address of Principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

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

Date

Paralegal

STATUTORY PAYMENT BOND

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

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

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

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

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

Legal Assistant

Date