



CITY OF HOUSTON

Department of Public Works and Engineering

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Subject: Letter of Clarification 4
The Greater Northeast Houston Service Area
Water and Wastewater Utilities and Facilities
For Public Works and Engineering Department

Reference: Request for Proposal (RFP) No. T23538

To all Prospective Vendors:

This Letter of Clarification is issued for the purpose of:

1. Responding to vendor questions relating to the above referenced solicitation.
2. Additional information included in the exhibits to the solicitation can be obtained by contacting Joe Goodman via e-mail at Joe.Goodman@cityofhouston.net or you can call him at 713-295-5576.

Below are the questions received from each vendor prior to the site visits:

Questions submitted by Severn Trent Environmental:

1. Please provide 24 months of actual bills for the following for all GNEHSA water and wastewater utilities and facilities referenced in the RFP:
 - a. Electricity/power
 - b. Natural gas
 - c. Telephone
 - d. T1
 - e. SCADA communication
 - f. Other utilities included in the scope of work

RESPONSE:

We have provided all the information we have

2. Please provide 24 months of the following information for Cedar Bayou wastewater treatment plant:
 - a. Flow

- b. Influent loading for BOD, TSS and any other available data
- c. DMRs
- d. Chemicals utilized
- e. Sludge quantity

RESPONSE:

Chemical utilized: 19943 lbs

Sludge quantity: 570000 gallons at 2.5%

The other information is included in the appendices

- 3. Are there any industrial contributors to the Cedar Bayou wastewater treatment plant?

RESPONSE:

No

- 4. Please provide 24 months of the following data for all water treatment plants in the Belleau Woods, Municipal Utility District 82, Municipal Utility District 73 and Lake Houston water systems:

- a. Chemicals utilized

RESPONSE:

The average chemical dosage used at the water facilities is:

- 1. Chlorine dosage ton – 19.66 pounds per million gallon (MG)
- 2. Chlorine dosage 150 cylinders – 6.13 pounds per MG
- 3. Ammonia Sulfate – 27.79 pounds per MG
- 4. PO4 – 0.22 gal per MG
- 5. Food Grade oil – 0.22 gal per MG

- b. Flow

RESPONSE:

The 24 months pumpage data for these referenced facilities are included in the Appendix F of the RFP.

- 5. Please provide the number of water connections for the GNEHSA service area.

RESPONSE:

There are a total of about 19,850 connections in the area

- 6. Please provide the number of sewer connections for the GNEHSA service area.

RESPONSE:

See above

- 7. Please provide information on the North Lake Houston area collection system lines/force mains (size, feet, miles, etc.).

RESPONSE:

That information has been provided in Appendix J & H

- 8. Please provide copies of the current “Emergency Operations Plan of the Department of Public Works and Engineering” and approved Emergency Response and Risk Management plans referenced in Section 4.1.2 of the RFP.

RESPONSE:

The Emergency Operations plan as referred to is Appendix N

9. Please provide a copy of the O&M manuals for each GNEHSA facility.

RESPONSE:

We are in the process of getting a list of the O&M manuals for each GNEHSA facilities. They will be available for review and to make copies.

10. Please provide a copy of the City's Drug Policy referenced in Section VI.N of the Agreement.

RESPONSE:

Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments. The Policy referenced is summarized on the form Drug Forms at

http://purchasing.houstontx.gov/forms/Drug_Forms.doc

11. What is the latest date that addenda and additional information will be issued by the City?

RESPONSE:

It is the City's intent to have all clarification letters pertaining to this proposal to be issued by the COB on February 5, 2010.

12. RFP Section 4.1.1 includes definitions that are not utilized elsewhere in the documents. Please clarify.

RESPONSE:

Most of the definitions referred to are actually used in Section 4.3. Additional Services are referred though out the Section 4.

13. RFP Section 4.1.2 seems to define the scope of work. Throughout this section, the term "utilities" is used in some places and simply "electricity" in others. Please define the utilities that will be the Contractor's responsibility.

RESPONSE:

All utilities. (gas, electric, telephone etc...) will be the service provider's responsibility

14. Please clarify the requirement to describe in detail the costs necessary to achieve and maintain the Service Provider's staffing plan in RFP Section 1.4.4.3.

RESPONSE:

Provide a detailed summary of all costs associated with achieving and maintaining the staffing plan. Itemize these costs to include salary, benefits, pay adjustments, for your method etc.

15. RFP Section 4.1.1 states "Biosolids shall mean wastewater solids that have been processed according to the provisions of 40 CFR Part 503 and 30 TAC, Chapter 312, so that they can be land applied." This conflicts with RFP Section 4.3.3 that states "The Service Provider may dispose of the sludge in a land fill, by land application, or by means of the Bioset Process." Please clarify.

RESPONSE:

Section 4.1.1 – "Biosolids means liquid sludge or cake generated from operation of the identified wastewater treatment plants. Liquid sludge means stabilized or unstabilized waste activated sludge. Cake means dewatered, stabilized waste activated sludge or dewatered, unstabilized waste activated sludge."

Section 4.3.8 – “The Service Provider shall be responsible for managing the generated biosolids. Management includes conditioning, thickening/dewatering, stabilization (e.g., digestion or Bioset), and land application or landfill disposal, including all monitoring requirements. Biosolids management shall be performed in conformance with 30 TAC 312, 40 CFR 503, 30 TAC 330 and other applicable regulations, ordinances, and permits. Analytical results shall be reported to the Director.”

16. RFP Section 4.1.2 states, “The Service Provider may also perform certain emergency repair ... as authorized by the City of Houston as part of additional services.” Please clarify the definition of emergency repair and the compensation method.

RESPONSE:

“Emergency repairs shall be defined as unforeseen and unanticipated repairs that must be addressed to protect health/safety/property. As noted in Section 4.1.2, emergency repairs are part of additional services and requires city approval. Payment for additional services shall be as outlined in Section 2.1.10.

17. RFP Section 4.1.11 states “The Service Provider shall be responsible for all aspects of maintenance at the Greater Northeast Water and Wastewater Utilities and Facilities, including corrective, preventative, and predictive maintenance.” It later states “If the Service Provider had been deficient, then the Service Provider is responsible for the entire cost of the repair or replacement.” If the Service Provider is not deficient, how would the repair be paid and by whom?

RESPONSE:

If the Service Provider has not been deficient, the repair may be handled as an additional service or by using other options available to the City.

18. Reducing the sludge inventory in the aeration basins and clarifiers to a “negligible level” as indicated in RFP Section 4.1.16 item 7 would jeopardize permit compliance. Please clarify.

RESPONSE:

Section 4.1.16.7 – “...and reduce the inventory in the aeration basins and clarifiers to a level that the City determines will not jeopardize permit compliance.”

19. RFP Section 4.1.16 item 7 conflicts with the RFP’s stated goal of lowering operating costs. Limitations of existing equipment will require mobile press units be staged to reduce sludge inventory in the sludge thickeners to less than one foot. Please clarify.

RESPONSE:

Reducing the sludge inventory in the thickeners at service agreement close-out shall be accomplished as required. The Service Provider shall submit a sludge inventory reduction plan for City-approval. Options include extending process unit operating hours.

20. Please define wastewater service transfers referenced in RFP Section 4.1.17.4.

RESPONSE:

There are currently none. It was a pilot program under taken by the city that has been completed

21. RFP Section 4.2.5.1 exceeds state requirements for ground water systems. The requirement calls for measuring the free chlorine residual at each point where treated water enters a distribution system at least three times per day, which significantly exceeds the state’s requirements and increases costs. Please confirm this is the City’s intent.

RESPONSE:

Free chlorine residual at each point where treated water enters a distribution system **on a daily basis**. Item 4.2.5.1 of the RFP is revised as follow.

*4.2.5.1 Measure the free chlorine residual at each point where treated water enters a distribution **on a daily basis**.*

22. Because the holding time for free chlorine residual is 15 minutes, the Service Provider will be unable to comply with the requirement in RFP Section 4.2.5.4 that free chlorine residual samples be analyzed by a TCEQ certified laboratory. Please clarify.

RESPONSE:

Free chlorine residual shall be analyzed using a TCEQ approved method. Item 4.2.5.4 of the RFP is revised as follow.

4.2.5.4 Free chlorine residual samples, which will be used to determine compliance with chlorine (MRDL) requirements in 30 TAC §290.110(b)(5), shall be analyzed using acceptable analytical techniques specified in 30 TAC §290.119.

23. The requirements for daily monitoring of the following are unusual for ground water treatment systems and increase operational costs. Please clarify.
- a. Color at each point where potable water enters a distribution system (RFP Section 4.2.7)
 - b. pH levels at each point where potable water enters a distribution system (RFP Section 4.2.9)

RESPONSE:

Yes, it is the City's intent to monitor the color and pH levels at entry point daily.

24. Are monitoring plans and Risk Management Plans referenced in RFP Section 4.2.18 available? If so, please provide copies.

RESPONSE:

Risk Management Plans are required for Kingwood-1, Kingwood-2 and Kingwood-3 only. A **draft** version of the RMP for Kingwood-1 plant (aka Water Plant A) is attached for reference (see Kingwood RMP.pdf).

25. Please provide an example of repairs that would be charged to the Wastewater Operations per RFP Section 4.3.20. Please provide an example of a fully detailed technical report of repairs referenced in RFP Section 4.3.20.

RESPONSE:

Repairs charged to Wastewater Operations shall be reported (e.g., repairs made as an Additional Service). A fully detailed technical report of repairs shall include all information needed to document the scope and extent of the subject repair. The format and content of this report shall be as defined by the Director.

26. RFP Section 4.4.12.3 does not appear to correlate to the subject scope of work. Please clarify.

RESPONSE:

Section 4.4.12.3 is revised to read: "*FIRST COME FIRST GO*" shall be the order of completion of work. However, the Director may require certain work orders to take priority in emergency situations. If any work is not completed as described above, the Service Provider shall be required to state the reason(s) for the delay in the Daily Route Spreadsheet beginning the 11th day from the date the work orders are created."

27. Job size, weather condition, material delivery and other issues beyond any utility's control could impact the utility's ability to complete repairs and restoration within five days as stipulated in RFP Sections 4.4.12.1 and 4.4.12.2. Please clarify.

RESPONSE:

The Service Provider is required to complete all repairs associated with a work order within five (5) days and complete all restoration associated with said work order within (5) days, as stated in §4.4.12.1 and §4.4.12.2. If any work is not completed as described above, the Service Provider shall be required to state the reason(s) for the delay in the Daily Route Spreadsheet beginning the 11th day from the date the work orders are created. The Director will review each act of nonperformance on a case-by-case basis.

28. RFP Section 4.4.17.1 indicates the Service Provider will be required to refund the City if the stated projected number of work orders is not completed in the three-year contract term. If the projected number of work orders is exceeded, how will the Service Provider be compensated?

RESPONSE:

Any work that exceeds the stipulated projected number of work orders, as listed on the *Basic Services Worksheet for Utility Maintenance*, will be carried out by the Director with no due compensation to the Service Provider.

29. The service description for water distribution system services in the Basic Services worksheet in RFP Section 4.4.17 only goes to 12" lines. How will the City compensate the Service Provider for lines greater than 12"?

RESPONSE:

Water mains larger than 12" will be repaired by the Director, unless damaged by the Service Provider. The Service Provider will not be entitled to compensation for such repairs.

30. The service description for wastewater collection system services in the Basic Services worksheet in RFP Section 4.4.17 only goes to 15" lines. How will the City compensate the Service Provider lines greater than 15"?

RESPONSE:

Wastewater mains larger than 15" will be repaired by the Director, unless damaged by the Service Provider. The Service Provider will not be entitled to compensation for such repairs.

31. Will the Service Provider be responsible for repairing customers' sewer lines within the City easement?

RESPONSE:

The Service Provider will be responsible for repairing customers' sewer lines within the City easements.

Sections 4.4.10 and 4.4.11 of the subject RFP are revised to read: "4.4.10 *The Service Provider shall repair all broken, blocked, collapsed, or ruptured lines, mains, valves, service lines in right-of-ways and easements, and any other components of the Water Distribution System in accordance with the standards of this RFP.*

4.4.11 *The Service Provider shall repair all broken, blocked, collapsed, or ruptured lines, main lines, service lines in the right-of-way and easements, and any other components of the Wastewater Collection System in accordance with the standards of this RFP.*"

32. How will the Service Provider be compensated for utility maintenance work that is not specifically defined in the Basic Services worksheet in RFP Section 4.4.17?

RESPONSE:

All work described in section 4.4 UTILITY MAINTENANCE of the RFP and any work associated with Utility Maintenance is based on the *Basic Services Worksheet for Utility Maintenance*. The Service Provider will not be entitled to additional compensation for utility maintenance work not covered on the spreadsheet.

33. How will third party damage reimbursements to the Service Provider be made?

RESPONSE:

Currently the City has two ways of dealing with third party damage. If it is a citizen (ie auto hits fire hydrant), PUD fixes it from O&M account. If it is a contractor then they are allowed to make the repair themselves or hire another contractor. The second contractor must be approved by the Director. If not then the Service Provider will make the repair and the City will reimburse the cost.

34. How will the Service Provider be compensated for additional or expanded facilities or systems after the contract start date?

RESPONSE:

Additional or expanded facilities or systems will be added under the provisions of the contract (See sample contract Section IV.A.(a) and Section VI.D.).

35. In the case of major Force Majeure events (i.e. hurricanes, floods, etc.), will the requirement for a written proposal for additional services be revised or suspended?

RESPONSE:

Will be determined at the time of the event and instructions will be issued by the City during the event.

36. Will services provided during Force Majeure events (i.e. hurricanes, floods, etc.) be paid as an additional service? If not, how will they be paid?

RESPONSE:

Payment will be determined at the time of the event and instructions will be issued by the City.

37. Will the City expect or require mail-outs, newspaper inserts or delivery of printed materials to each connection as part of the community outreach program for water conservation, fats, oils and grease?

RESPONSE:

PUD expects the Service Provider to give a plan on how they propose to meet the community outreach program and the cost associated with it.

38. Please indicate the format in which the City will provide customer service addresses. Will this information indicate the type of connection (for example, sprinkler, commercial or industrial)?

RESPONSE:

The City will provide the customer service information in an Excel spread sheet.

39. RFP Section 4.4.6 does not indicate how often fire hydrant inspections are to be performed. Please clarify.

RESPONSE:

All fire hydrants shall be inspected at least once every three years with at least 33.3% of all fire hydrants inspected annually.

40. In Section 1.2.6 of the RFP, the M/WBE goal of at least 14% conflicts with the contract goal of 24%. Please clarify.

RESPONSE:

The M/WBE goal is 14% as specified in the RFP. The agreement that was attached is strictly a sample agreement with the standard language used in City contracts for terms and conditions.

41. Please clarify the City's obligation, if any, to obtain and renew all required water supply and wastewater discharge permits for the GNEHSA facilities. For example, is the City responsible for monitoring permit renewal or modification requirements, initiating any required action and paying any associated fees?

RESPONSE:

PUD will obtain and renew all permits required for the operation of the water and wastewater facilities.

42. Are any of the meters or locations currently under an energy contract? If so, please provide copies of the contracts including pricing and terms and conditions.

RESPONSE:

No

43. RFP Section 1.4.1 Proposal Content indicates a requirement to include the listed items at a minimum in the proposal document. Please confirm additional sections will be permitted.

RESPONSE:

Additional services will be permitted for Drinking Water and Wastewater operations however there will be no additional services for Utility Maintenance.

44. Please clarify the required contents in the Documentation of Certifications section listed in RFP Section 1.4.1 Proposal Content.

RESPONSE:

The certifications will be a copy of the TCEQ service provider licenses under Chapter 30.331 and 30.381 and the certifications of the employees mentioned in section 4.1.2

45. RFP Section 1.4.1 Proposal Content indicates a requirement to include a Performance Bond Letter of Commitment in our proposal. Exhibit 3 consists of what appears to be the first page of a multi-page Performance Bond form while Exhibit 13 also includes a Performance Bond. Please clarify which format will be utilized.

RESPONSE:

Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

46. There is also a One-Year Maintenance Bond and Statutory Payment Bond in Exhibit 13. Should the Letter of Commitment address these bonds as well?

RESPONSE:

Yes. Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

47. RFP Section 1.4.1 states a requirement to include a Performance Bond (Exhibit 3) and Maintenance Performance Statutory Bond (Exhibit 13) in the Cost Proposal. The documents in Exhibits 3 and 13 all refer to an executed agreement and, in fact, these types of bonds are provided in association with a contract, not a bid or proposal. Please confirm the City wants proof of our ability to secure these bonds in the provided format (Letter of Commitment), rather than the bonds themselves, and which document it should be included in.

RESPONSE:

The City requires proof of the Service provider's ability to secure the required bonds from a bonding agency. The successful proposer will be required to present the bonds prior to award of the contract.

48. RFP Section 1.4.1 Proposal Content indicates a requirement to include the Pay or Play Certificate of Agreement (Exhibit 12) in the Cost Proposal. However, Section II.A of Exhibit 11, Pay or Play Program Requirements, indicates Form POP-1A is to be completed by prospective contractors and included in a proposal and while Section II.B states Form POP-2, the Pay or Play Certificate of Agreement provided in Exhibit 12, is to be completed "upon notification of low bidder or successful proposer status." Please clarify.

RESPONSE:

Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments.

49. Is the Conflict of Interest Questionnaire (Exhibit 6) still required if no conflict of interest exists?

RESPONSE:

Yes. Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments.

50. For the Drug Form (Exhibit 9) to be included in the Cost Proposal, Attachment B appears to be used for reporting during the course of a contract. Please clarify whether Attachment B is supposed to be included in the proposal.

RESPONSE:

Form A of the Drug Policy will be submitted with the proposal. Forms referenced in the proposal are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

51. Attachment C in Exhibit 13 calls for the Contractor to certify it has no safety impact positions. Attachment D defines a safety impact position as “involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.” It seems that all positions in the operation and maintenance of water and wastewater facilities could be considered safety impact positions. Is it the City’s intent that Attachment C be included in the proposal?

RESPONSE:

Yes.

52. Taking of Exceptions and Forfeiture of Bid Security. Each bidder is required to provide a bid bond in the form attached as Exhibit 2 of the RFP and in the amount of “at least 10% of the bid.” The RFP does not provide any clear opportunity for a bidder to take exception to the contract terms or to condition its bid. In fact, Section 1.4.5 of the RFP provides that if “the selected proposer does not execute the Contract” within five working days after notice of award, the City will retain “an amount equal to the difference between the bid of the selected proposer and the bid of the proposer who finally receives the Contract.” Similar language is included in the last paragraph of the bid bond form in Exhibit 2. Section 1.2.1 of the RFP requires that any bidder questions or requests for clarification must be submitted by January 7, 2010. Please clarify the rights of potential bidders to take exceptions to the contract terms or whether, in fact, the successful bidder is required to execute the Sample Agreement with no opportunity for negotiation.

RESPONSE:

It is the intent of the City to select a single respondent to negotiate the final terms and conditions.

53. The first paragraph of the Agreement after the “whereas” clauses states that the Agreement is “composed of the documents contained in the Table of Contents of this Agreement.” However, the Table of Contents was not provided so it is unclear what specific documents are incorporated. Please clarify.

RESPONSE:

The sample agreement that is attached to the RFP is a sample of the standard terms and conditions of City of Houston. An actual contract will be developed for the successful proposer to execute.

54. Since there are many taxes that may apply to utility work, we request that the definition of “Change in Law” in the Agreement be modified to remove the exclusion of changes in tax laws. Please clarify.

RESPONSE:

No

55. Warranties for Parts, Equipment and Consumables (Section II.C(vi) of the Agreement) lists a variety of legal standards that the chemicals and lubricants must meet and states that these items must comply with the “more stringent standard” in the event of a conflict. We request the requirement be compliance with the applicable standard. Please clarify.

RESPONSE:

The most stringent requirement will apply.

56. Under Inspections by the City (Section II.L of the Agreement), the City has the right to inspect, issue deficiency letters, and withhold up to 10% of the Monthly Fixed Fee if, in its “sole discretion,” it is not satisfied that steps are being taken towards a cure. While there is some reference to an opportunity to dispute the findings of the City, the dispute process is not defined. We request addition of a clearly defined dispute resolution process. Please clarify.

RESPONSE:

Disputes will be handled on a case by case basis between the Service Provider and the City.

57. Process Residuals (Section II.N of the Agreement) provides that the Contractor is the “generator” of sludge and other wastes from the facilities and is responsible for all related claims. In fact, the Contractor does not own the facilities, does not control the influent that created the sludge, and is, at most, an “arranger” for the disposal of the waste. We would ask this Section be amended to include language that the Contractor is arranging disposal “as an agent” of the City and that, notwithstanding such services, title to the sludge and other wastes remains with the City at all times.

RESPONSE:

This is a sample contract. The City’s Standard Terms and Conditions are contained on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

58. Fines (Section III.F of the Agreement) indicates the Contractor is responsible for all regulatory fines and penalties, except those caused by “discharges into the sewer system” in violation of the City’s Industrial Waste Ordinance. We feel the Contractor should have relief from such fines and penalties caused by: receipt of any influent that is beyond the design capabilities of the treatment facilities; the failure of the City to fund Major Repairs and other items necessary to keep the facilities in compliance with applicable law; and events of force majeure. This Section provides that, in the event that the Contractor believes that an event of force majeure has occurred, it is the Contractor’s responsibility to make that claim to the governmental entity at its own expense and to bear the consequences of the government’s decision. In fact, as the Contractor is not the owner of the facilities, this force majeure risk is the City’s responsibility. Please clarify.

RESPONSE:

This is a sample contract. The City’s Standard Terms and Conditions are contained on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

.Service Provider’s Right of Suspension of Performance (Section IV.C of the Agreement) appears to require a Contractor to assume an unusual amount of risk regarding the City’s failure to pay due to allocation failures. Are these provisions considered to be negotiable by the City?

RESPONSE:

This is a sample contract. The City’s Standard Terms and Conditions are contained on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Bids & RFPs, Solicitation Forms and Attachments

59. We request the definition of “Force Majeure” (Section VI.B of the Agreement) be expanded to adequately cover all material events that are not within the reasonable control of either party. Please clarify.

RESPONSE:

The City's Standard Terms and Conditions are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Terms and Conditions

60. In Inspections and Audits (Section VI.H of the Agreement), the City's ability to audit the books and records of the Contractor should be limited to those items that are not part of the fixed fee. Please clarify.

RESPONSE:

Inspections and Audits can be of all matters associated with the scope of work of the contract, any amendments to the contract and/or change orders.

61. The reference to "large surface water treatment plants" in Section II.C of the Agreement appears out of place. Please clarify.

RESPONSE:

The agreement is only a sample and is not a final contract. The final contract will not include this.

62. It is unclear who will pay for Major Repairs. Please clarify how Major Repairs will be paid. As an example, is the Service Provider responsible for the first \$50,000 and the City pays the overage or will the City be responsible for the entire invoice? There is also no indication whether the \$50,000 threshold for Major Repairs is a deductible or if the City pays the full cost for these items. Please clarify.

RESPONSE:

Major repairs will be addressed on a case by case basis.

63. Please define 24 hour continuous perimeter boundary protection referenced in Section II.O of the agreement. Is it the City's intent to provide security personnel at all facilities?

RESPONSE:

The agreement enclosed is a sample agreement only and is not to be construed to be the final agreement.

64. Please provide Attachment B referenced in Section II.P of the agreement.

RESPONSE:

The agreement enclosed is a sample agreement only and is not to be construed to be the final agreement.

65. Please provide Attachment B referenced in Section II.R of the agreement.

RESPONSE:

The agreement enclosed is a sample agreement only and is not to be construed to be the final agreement.

66. In the agreement, Section III.F appears to conflict with Section III.I. Please clarify the difference between the TCEQ fees, permits and inspections to be paid by the City in Section III.F and the Service Provider paid licenses, permits and certification to be paid by the Service provider in Section III.I.

RESPONSE:

The agreement enclosed is a sample agreement only and is not to be construed to be the final agreement.

67. Please provide a list of the items and services contained in Supplementary Conditions referenced in Section IV.G of the agreement, City Supplied Items.

RESPONSE:

The agreement enclosed is a sample agreement only and is not to be construed to be the final agreement.

Questions submitted by Veolia Water North America

69. Can the City please clarify the accuracy of, or the intent of this Section, wherein “the Director will not pay for two-way communications, mobile phone services, land based local or long distance services, pager services, or internet services.” Veolia Water believes this Section is in opposition to service communications requirements contained in Sections 4.1.2, 4.1.3, 4.1.4, 4.4.3, as well as the breadth of communications set forth in the City of Houston Emergency Management Plan (Appendix N).

RESPONSE:

The intent of the section is to state that the service provider is responsible for providing the communications with internally and externally necessary for the operations of GNEHSA. The HEMP is the minimum plan that the service provider must provide to the Director and is only an example.

70. Can the City please clarify if specialized rolling stock or heavy equipment are included as City-owned permanent equipment?

RESPONSE:

No rolling stock or heavy equipment will be provided by the City for the service provider’s use

71. 4.3.1.1 and 4.4.1 Can the City please clarify what rules should be referenced for compliance with these tasks? Veolia Water research indicates that 30 TAC Chapter 325 was repealed in 2001 and replaced with 30 TAC Chapter 30.

RESPONSE:

Correct 30 TAC 325 was replaced by 30 TAC Chapter 30 and those (Chapter 30) are the rules that must be used.

72. 4.3.15 and 4.3.16 Can the City please clarify what rules should be referenced for compliance with these tasks? Veolia Water research indicates that 30 TAC Chapter 317 was repealed in 2008 and replaced with 30 TAC Chapter 217.

RESPONSE:

Again the rules in 217 must be followed, sorry for the reference mistake

73. Can the City please provide all equipment and asset data currently residing in the City’s CMMS system for the Greater Northeast Houston Service Area Water and Wastewater System facilities? Can this information be made available during the previously requested site visits?

RESPONSE:

A partial list of equipment and asset currently residing in the City’s CMMS system for the water facilities is attached (see DWO Assets.pdf)

74. Can the City please provide a standard specification for the two computers required to interface with the existing SCADA system?

RESPONSE:

PUD has provided the computers for the Wastewater SCADA

75. For preparation of the "*Basic Services Worksheet for Utility Maintenance*" referenced in this section, can the City provide the past 36 months of requested and completed utility maintenance work orders completed for the Greater Northeast Houston Service Area Water and Wastewater System Facilities? Can this information be made available during the previously requested site visits?

RESPONSE:

Electronic copies of the past 36 months of requested and completed work orders are unavailable; however, the Service Provider may review a hard copy of the documents at 2700 Dalton, Houston, Texas 77017.

Appendices

76. Section 1.2.1 sets forth the proposer's responsibility to verify documents as complete.

RESPONSE:

We need a clarification on this. Is it a question?

77. Can the City provide design and/or testing information on the West Lake Houston WWTP during the previously requested site visits?

RESPONSE:

This plant is not included at this time and will not be provided.

78. Can the City verify that all historical electrical consumption was included in this Appendix for the wastewater treatment plants, lift stations, wells and pump stations?

RESPONSE:

We will check but PUD believes that it is complete

79. If all data is not included in this Appendix, may this additional data be made available during the site visits previously requested?

RESPONSE:

Completed site visits.

80. Can the City verify that historical chemical consumption data was included for only the Kingwood Central WWTP in this Appendix? May chemical consumption data for all wastewater treatment plants, lift stations, well supply plants and pump stations be made available during the site visits previously requested?

RESPONSE:

Chemical usages are complete as far as our knowledge.

81. Whereas wastewater discharge permit copies are provided for four treatment plants in Appendices A to D, Appendix I contains DMR copies for only three plants. Can the City provided DMR copies for the Cedar Bayou wastewater treatment plant during the site visits previously requested?

RESPONSE:

DMR have been posted on line.

Additional Data

82. Section 1.2.2 sets forth the proposer's responsibility for requests for additional data.

RESPONSE:

We need a clarification on this. Is it a question?

- 83. Can the City provide information currently residing in the City’s GIS system regarding assets in the Greater Northeast Houston Service Area Water and Wastewater System Facilities, including equipment attributes, during the site visits requested above?

RESPONSE:

Equipment is not currently in the GIS database.

Questions submitted by Southwest Water Company

- 84. What is the protocol for inspecting all sites covered under this RFP? Will site tours be available?

RESPONSE:Site visits are scheduled for January 19, 20,and 21, 2010. Additional questions maybe submitted until the COB, Friday, January 22, 2010. Completed

- 85. Will bidders have the opportunity to submit additional questions after the site visits?

RESPONSE:Yes due Friday after the site visits

- 86. Please verify if all the assets to be covered under this RFP are those listed in the RFQ document. If there are any others to be included, please provide.

RESPONSE:Currently ALL assets that are referenced to in the RFP are covered.

- 87. In Appendix F, please clarify what facilities are included in the tables showing pumpage and kwh usage. If this does not include wastewater treatment plants and lift stations, please provide kwh usage for each.

RESPONSE:Table showing pumpage and kwh usage in Appendix F of the RFP is for the water systems.

- 88. As the RFP requires a guarantee of electrical costs for the term of the contract , please provide more detailed information on the electrical usage of each site listed in the RFQ document. This includes wells, booster pump stations, waste water treatment plants, lift stations, monitoring stations, cathodic protection stations and any other offices or ancillary structures. Please provide all electric meter ESID numbers for all facilities covered under this contract. For each ESID number, please provide the address to which it pertains.

RESPONSE: The City is not requiring a guarantee of the electrical cost.

ESID Numbers

DWO

Belleau Woods 2	-	W68087253
Moonshine Hills	-	S61316080
D 73. 1	-	0
D 73. 2	-	S49266182
D 82	-	W71453699
Plantation Hills	-	S15654040

	PLANT NAME	ADDRESS	ESID #	METER #
1	KINGWOOD CENTRAL WWTP	3928 KINGWOOD DR.	1008901000155920010100	30922658 & 30901725
5	KINGWOOD CENTRAL	3928 1/3 KINGWOOD DR. A	1008901023806975510200	0
3	FOREST GARDEN	1815 FOREST GARDEN	1008901006535859610100	35037394
7	WOODLAND RIDGE	2603 WOODLAND RIDGE	1008901007535945396100	30234153
3	BEN'S BRANCH	2423 LAKE HOUSTON PKWY	1008901023802658400100	36044067
1	RIVER	1313 LAKE HOUSTON PKWY	1008901023804697900100	71411939
3	CLOVER VALLEY	3415 CLOVER VALLEY	1008901023801279300100	71691245
1	STATELY OAKS	2302 STATELY OAKS	1008901023802268220100	31726554
2	LAKE WILDERNESS	1602 LAKE WILDERNESS LANE	1008901023803041910100	71474052
3	LAKE VILLAGE	1802 LAKE VILLAGE	1008901006535533965100	31236799
4	FOREST SHORES	2714 ROYAL CIRCLE	1008901007535955165100	21629746
5	DEER RIDGE ESTATES	22 DEER RIDGE ESTATES		65181600
3	WOODLAND GROVE	1966 WILLOW POINT		1806641
7	CHESTNUT RIDGE	2511 CHESTNUT RIDGE	1008901005535510003100	79868769
3	DEER SPRINGS	2230 DEER SPRINGS	1008901006535815385100	79759392
3	LADBROOK	2307 LADBROOK	1008901006535527100100	73091938
0	TRAILWOOD	2451 TRAILWOOD VILLAGE	1008901006535533687100	68621695
1	AG FARM	2323 1/2 WOODLAKE LANE		55272424
2	ELMWOOD HILL	5938 ELMWOOD HILL LANE	1008901023800518040100	73759041
3	TRAIL RIVER	2100 TRAIL RIVER	1008901006535864005100	55257720
4	GOLF COURSE	1300 PINE BEN	1008901006535832120100	86245336
5	STP RETURN	4006 KINGWOOD DR.		71532405
6	PINE PRAIRIE	5014 PINE PRAIRIE LN	1008901009536142113100	88883366
7	RIVERLAWN	3326 RIVERLAWN	1008901007535960203100	50948678
8	SHADY MAPLES	4911 SHADY MAPLES	1008901009536216551100	31726812
9	BASSINGHAM	4202 BASSINGHAM	1008901009536232090100	80062599
0	BROOKDALE	2807 BROOKDALE		72906477
1	WOODSTREAM	4923 WOODSTREAM DR.	1008901023805575980100	71410606
2	KINGWOOD FOREST, NORTH	5510 ROCKY TRAIL DR.	1008901023812718680102	26845521
3	RIVERCHASE TRAIL	5725 RIVERCHASE TRAIL		79868341
4	ASPEN PASS	6211 6211 ASPEN PASS DR.		82868333
5	ROYAL SHORES	1102 1/2 SOUTH ROYAL POINT DRIVE		90029421
6	KINGWOOD WEST WWTP	28808 SORTERS RD.		9423667 GE35888023 & 9422521 GE3584044
7	M.U.D. #58	22405 LOOP 494		28112880 & 31021191
8	CRESCENT SPRINGS	19001 CRESCENT SPRINGS		9338697
9	NORTH PARK	22405 LOOP #494 & NORTH PARK		9368255
0	KINGWOOD PLACE SOUTH	200 SORTERS Rd.		50927657
1	CEDAR BAYOU WWTP	2804 HUFFMAN EASTGATE	1008901023806429350100	
2	FIR RIDGE	204 FIR RIDGE	100890101155378781100	W65985525
3	GLENGYLE	24017 GLENGYLE CT.	1008901023802670160100	W71533388
4	SUNNYGLEN DR.	24435 SUNNYGLEN DR.	1008901023806091990100	0
5	W.C.I.D. #73	11510 F.M. 1960, E.	1008901023807261730100	0
6	W.C.I.D. #82	1621 SHORE SHADOWS	1008901010553333514100	W64887750
7	SCOTTS POINT	130 1/2 DEER LAKE	100890102380605050100	0
8	HIDDEN ECHO	225 CORDES	1008901023812668720102	0
9	FAIRLAKE	23504 FAIRLAKE DRIVE	1008901023812499990102	0
0	SHOREWOOD	2627 1/2 WEST SHOREWOOD DRIVE	1008901023812499920102	0
1	COVECREST	3000 1/2 LAGOON LANE	1008901023814203360103	0
2	G.A.TROTT'S	302 RAMSEY LN.	1008901023817659170106	0
3	HAPPY HIDEAWAY	1709 WILDCAT LN.	1008901023817572460106	0
4	SPANISH COVE	1500 NOGALUS DR.	1008901023817457720106	0
5	FOREST COVE WWTP	21951 TRAIL TREE LANE	1008901023807391970100	71472063
6	GOLDEN BEAR LN	914 GOLDEN BEAR LN	1008901006535511710100	72910571
7	BURNING TREE	1000 1/2 BURNING TREE	1008901023801991920100	0
8	FOREST COVE DR. #1	226 FOREST COVE DR.	1008901005534940703100	84520833
9	FOREST COVE DR. #2	510 FOREST COVE DR.	1008901005534941204100	64578472
0	MARINA	1968 MARINA	1008901005534923179100	54837107
1	AQUA VISTA	972 AQUA VISTA	1008901005534922999100	50922819
2	KINGWOOD DR.	1717 KINGWOOD DR.	1008901008536060388100	34031177
3	CYPRESS LN.	1307 CYPRESS LN.	1008901023805157620100	0
4	CRESCENT SPRINGS	19001 CRESCENT SPRINGS DR.		9338697
5	TRAIL TREE LANE	21900 TRAIL TREE LANE		15891713

89. Please provide a list of all electricity providers for the facilities covered under this RFP.

RESPONSE:

Reliant

90. Please provide a two year electrical billing history for each ESID number.

RESPONSE:

The City is providing the ESID for all facilities above. The current usage histories for those is included in the appendices of the RFP.

91. Please provide a copy of all contracts covering the provision of electrical service to any and all facilities covered under this RFP. As a minimum, we need to know the contract term, end date, prices, pricing arrangements, and the name of the electrical provider.

RESPONSE:

The current electrical contracts do not apply to GNEHSA.

92. What entity or entities currently pay the electrical bills?

RESPONSE:

The City currently pays all electrical bills

93. What is the voltage provided to all facilities?

RESPONSE:

The City believes that this question was covered in the site visits.

94. Please provide a detailed list of the horsepower for all motors at all facilities.

RESPONSE:

PUD does not have that information. We will provide what we have.

95. Please provide a copy of all preventative and corrective maintenance work orders performed at facilities covered by this RFP in the last two years.

RESPONSE:

PUD does not have that information. We will provide what we have.

96. Please provide the age of each pump and motor covered by this RFP.

RESPONSE:

PUD does not have that information. We will provide what we have.

97. Please provide a list of spare parts that exist.

RESPONSE:

PUD does not have a list.

98. Who is financially responsible for repairs due to vandalism?

RESPONSE:

Repairs due to vandalism including graffiti removal will be the responsibility of the Service Provider.

99. Does the Houston Police Department perform routine daily drive by inspections at the major sites?

RESPONSE:

No they do not.

100. Please provide a list of all generators in place at any of the wastewater treatment plants or lift stations.

RESPONSE:

There are 8 generators in the Kingwood area. Please see attached spreadsheet labeled "Kingwood Area Generator Inventory Report" for details.

	Status	Org	KW	Voltage	Phase	Type	Fuel	Location
1	Ready	40007	1500	2400/4160	3	Fixed	Diesel	Kingwood Central
2	Ready	40007	125	480	3	Fixed	Diesel	Kingwood Central
3	Ready	40007	130	480	3	Fixed	Diesel	Kingwood Central
4	Ready	40007	20	480	3	Fixed	Natural Gas	Kingwood LS #3
5	Ready	40007	400	480	3	Fixed	Diesel	Forest Cove WWTP
6	Ready	40007	20	480	3	Fixed	Natural Gas	Kingwood LS #9
7	Ready	40007	75	240	3	Fixed	Natural Gas	Kingwood LS #17
8	Ready	40007	13	240	3	Fixed	Natural Gas	Kingwood LS #23

101. Which sites have and/or require a SPCC or Risk Management Plan?

RESPONSE:

All of the sites require a spill prevention and storm pollution control but no risk management plan at the wastewater treatment plants. Risk Management Plans are required for Kingwood-1, Kingwood-2 and Kingwood-3 only. The remaining facilities do not have and/or require a SPCC or Risk Management Plan.

102. Must we use Datastream 7i as our CMMS or are we free to choose any CMMS software?

RESPONSE:

You must use Datastream 7i. PUD will provide a VPN connection so that the data entered can be tracked along with our other facilities.

103. In the event that electrical and/or mechanical components necessary to make a repair are no longer available, please confirm that the City will be responsible for the costs associated with the full replacement of that piece of equipment?

RESPONSE:

PUD will be responsible for payment of the costs under additional services, but it must be approved prior to replacement.

104. If the service provider recommends that a piece of equipment be replaced because it is beyond its useful life please confirm that the City will pay for 100% of all repair costs until it is replaced.

RESPONSE:

PUD will be responsible for payment of the costs under additional services, but it must be approved prior to replacement.

105. Are there any hydraulic issues (I & I, undersized lines, SSOs, etc...) in the collection system that currently present problems? Please detail locations where these occur.

RESPONSE:

No known conditions exist.

106. Please provide a breakdown of distribution and collection pipes by material.

RESPONSE:

A breakdown of distribution system and collection pipes by material is unavailable.

107. Is there currently any laboratory equipment on site that is owned by the City and will be provided for service provider use? If so, please detail.

RESPONSE:

There is no City-owned laboratory equipment on site that will be provided for Service Provider use.

108. The RFP document did not provide any chemical usage for any of the water sites; this includes well sites, storage sites and/or repump stations. Please provide a list of all chemicals used, the dosage range and quantities used specific to each site.

RESPONSE:

Approximate daily amount chemical usage at the water facilities is:

1. Belleau Woods – Chlorine: 15 lbs/day and Phosphate: 1 gal/day
2. Moonshine Hill – Chlorine: 15 to 20 lbs/day
3. D- 73-1 – Chlorine: 30 lbs/day
4. D- 73-2 – Chlorine: 20 lbs/day
5. Plantation Hills – Chlorine: 25 – 30 lbs/day
6. Eisenhower Park – Chlorine: 5 lbs/day

Chemical usage for water plants in UD-5 system is not available since these plants are being operated by a contractor.

109. The RFP document did not provide adequate information for the chemical usage at the wastewater facilities and/or lift stations, Kingwood Central WWTP was the only facility listed. Please provide a complete list of all chemical and quantities used at all treatment facilities and lift stations. If odor control chemicals are used please provide locations, type of chemical and quantities used.

RESPONSE:

Information was provided in the attachments

110. Wastewater from District 82 gets treated at which treatment plant? There are three lift stations listed but no wastewater treatment plant, is there a plant that is not listed that should be included on the RFP?

RESPONSE:

The City does not currently provide wastewater treatment for this area.

111. No data is given for Belleau Woods collection, lift stations or treatment plants, are we to provide wastewater services to this area? If so, please provide asset information.

RESPONSE:

The City does not currently provide wastewater treatment for this area.

112. In the RFQ, there is a generator listed for District 82 Water System at 1340 West Lake but there are no pumps, storage or wells listed. Please explain.

District 82 plant is a standby. Associated well, pumps, and storage tanks have been decommissioned.

113. In Appendix J & K there is distribution and collection line information for Kingwood, Forest Cove and MUDs 48 & 58 but no information on District 73, District 82, Belleau Woods or Lake Houston System. In addition, MUDs 48 and 58 are not referenced anywhere else in the RFP. Are the quantities given correct? Please explain and provide additional asset information.

RESPONSE:

The information supplied in the attachments did include this information. The chart did not indicate it however.

114. Has preventive maintenance been performed on all electrical and mechanical equipment specified in the RFP? Does the City or current operator have knowledge of any existing electrical issues might compromise operations or require repairs?

RESPONSE:

PUD is not aware of problems.

115. Water - When were the last tank inspections performed? Are there any outstanding repairs that were identified that need to be made? Will any of the sites need tank cleaning or painting during the term of the contract? Who is responsible for the cost? Will any of the tanks need major rehab during the term of the contract?

RESPONSE:

The previous date of .tank inspections is listed below. There are no outstanding repairs that need to be made. There is no foreseeable tank cleaning or painting during the term of the contract. If needed, the City will be responsible for tank cleaning, painting, and rehabilitation.

Plant Name	Tank No.	Address	Inspection/ Rehab Year
Kingwood-1	ES-1	2802 Water Well Road	2004
	ES-4	500 Woodland Hills	2006
Kingwood-2	ES-2	3211 Appalachian Trail	2005
	GS-1	3822 Rustic Woods	2002
	GS-2	3822 Rustic Woods	1998
Kingwood-3	ES-3	2903 High Valley	2006
	GS-1	8750 Mills Branch Drive	2005
Forest Cove-2	ES-1	1110 Mustang Trail	2006
	GS-1	1110 Mustang Trail	1997
	GS-2	1110 Mustang Trail	1997

Plant Name	Tank No.	Address	Inspection/ Rehab Year
Forest Cove-3	GS-1	1625 Laurel Springs	1997
MUD 58	GS-1	22605 Loop 494	1999
Belleau Woods-2	GS-1	3422 White Deer	1990
District 73-1	GS-2	24120 E. Lake Houston Pkwy	2001
District 73-2	ES-1	306 Blue Tail	1997
	GS-1	306 Blue Tail	2003
	GS-2	306 Blue Tail	1997
Plantation Hills	GS-2	26906 Plantation Hill	2005 (New)
Eisenhower Park	HYD-1	13501 Aqueduct	2003
	HYD-2	13501 Aqueduct	2003

116. Water- Please provide a list of service areas and assets that have cathodic protection.

RESPONSE:

CITY OF HOUSTON									
TANK CATHODIC PROTECTION									
Inv.	No.	Facility Name	Address	Key Map	Tank No.	Tank Loc.	Type of C.P.		
							External	Internal	
1	16.1	Belleau Woods	3422 White Deer Lane	336-Q	1			R	
2	16.2	Belleau Woods	3422 White Deer Lane	336-Q	1		R		
3	154	Forrest Cove -2	1110 Mustang Trail	336-F		ET		S	
4	156	Kingwood - 1	2310 Northpark	296-V	1	E		R	
5	156	Kingwood - 1	2310 Northpark	296-V	2	W		R	
6	157	Kingwood - 2	3822 Rustic Woods Dr.	297-X	1	S		S	
7	157	Kingwood - 2	3822 Rustic Woods Dr.	297-X	2	N		R	
8	158	Kingwood - 3	8750 Mills Branch Rd. (Hamblen)	297-U	1			R	
9	158	Kingwood - 3	8750 Mills Branch Rd. (Hamblen)	297-U	1		R		
10	156	Kingwood - ET1	See Data Sheet	336-C		ET		S	
11	157	Kingwood - ET2	3211 Apalachian Trail	297-N		ET		S	
12	158	Kingwood - ET3	2903 High Valley	297-Z		ET		R	
13	156	Kingwood - ET4	1500 Woodland Hills	336-L		ET		R	
14	50.3	Lakewood Heights D-73-1	24120 E. Lake Hous.	338-M	2			S	
15	99.1	Lakewood Heights D-73-2	306 Blue Tail	338-L	2	W		S	
16	99.2	Lakewood Heights D-73-2	306 Blue Tail	338-L		ET		S	
17	99.3	Lakewood Heights D-73-2	306 Blue Tail	338-L	1	E		S	
18	163	Moonshine Hills	19000 Moonshine Hills Loop	336-T	1			S	
19	153	North Park D-58	22605 Loop 494	296-S	1			S	

20	160	Plantation Hills	26906 Plantation Hills	299-W	1			S				
21	160	Plantation Hills	26906 Plantation Hills	299-W	1		R					
22	160	Plantation Hills	26906 Plantation Hills	299-W	2			S				
R = Rectifier (ICCP) System - Total of 10 Systems												
S = Sacrificial System - Total of 12 Systems												

117. After Hurricane Ike, were any deficiencies identified that compromised the operability of any facility and/or components of the distribution or collection system? If so, what were they and have those deficiencies been addressed?

RESPONSE:

PUD is not aware of any.

118. Are there facilities and/or components of the distribution or collection system where incoming power supply is unreliable? If so, where and has is there a plan to address the issue.

RESPONSE:

PUD is not aware of any

119. Section 2.2 of the RFP list the Duties of the City pertaining mainly to the water system. What are the Duties of the City pertaining to the wastewater system?

RESPONSE:

PUD will not conduct any monitoring, testing, sample collection or other activities on behalf of the contractor going forward. Therefore there are no Duties of the City in this regard.

120. No Discharge Monitoring Reports or Permits are provided for the West Lake WWTP. Is this plant currently operated and maintained by the City or its current contract operations company? If not, please explain the details of when this plant and any associated lift stations and collection system will come on line. What is t the age of the plant? Is it currently owned by another entity?

RESPONSE:

At the present time, this plant is not owned nor operated by the Cit of Houston and there is no schedule set for take-over of this facility.

121. Should the costs associated with the West Lake wastewater system be included in the Base Fee?

RESPONSE:

At this time there should be no cost associated with this plant in your proposal.

122. Please provide details on any known expansion of any wastewater treatment plant or lift station over the next five years.

RESPONSE:

With the exception of lift Station 21. The City's current 5-year Capital Improvement Program does not include any WWTP or LS expansion projects in the identified Service Area.

123. Please provide details on the projected customer growth in the service area covered by this RFP.

RESPONSE:

Northeast Houston Service Area - Projected Development Growth in Next 3 Years by Wastewater Treatment Plant Service Area

Wastewater Treatment Plant Service Area	Approximate Potential Development Area (Acres)	Approximate Potential Area Develop in Next 3 Years (Acres)	Estimated Increase in Service Connections in Next 3 Years	Estimated Increase in Wastewater ADF in Next 3 Years (GPD)
Kingwood West	73	51	445	140,233
Forrest Cove	0	0	0	-
Kingwood Central	167	50	437	137,724
Cedar Bayou				
MUD 415	863	199	225	70,875
MUD 518	452	136	280	88,200
Other Areas	54	16	140	44,194
Areas on West Side of Lake Houston				
MUD 450	337	101	429	135,041
MUD 484	312	94	79	24,854
MUD 499	304	91	341	107,447

124. Please provide details of any project to expand or retire any of the assets covered in this RFP.

RESPONSE:

Currently none projected.

125. Will the winning company be allowed to treat biosolids to only Class B standards?

RESPONSE:

he requires at a minimum class "B" for beneficial use.

126. Please provide specifications on the Educational Outreach Program. If one exists, please provide a copy.

RESPONSE:

Currently, there are no specific specifications on the Educational Outreach Program available. Below is a brief description of the City's outreach program for your reference.

The Drinking Water Operations Education and Outreach staff educates the public about the importance of protecting our water resources and the wise use of these precious resources.

The City's public education program currently consists of four full-time employees who conduct a variety of water-based educational activities throughout the year. Through collaborations with schools and a variety of other community organizations, we are able to reach a diverse and widespread audience. Drawing from their many years of experience in the water education field and the wealth of information available to them, the staff has developed an educational program which is tailored to the needs of the region.

The showcase event of the program is the annual Water Festival which the City of Houston has sponsored for the past 16 years. Many educators bring their students to the festival year after year because of the high caliber of exhibits and the event's educational value. At this year's event, we expect more than 2,000 students will learn about various aspects of water from some forty exhibitors composed of City staff and other regional water quality educators. This year's Water Festival will be held May 6, 2010 at the Downtown Aquarium.

The next phase of the education program will be the WaterWorks Museum & Education Center, currently under construction and scheduled for completion by the end of 2010. The museum will have over 20 water related exhibits to help educate the region on all aspects of water and how it affects them. Tours will be available for regional K-12

students, educators, regulatory agencies, water authorities, and all public visitors interested in learning about water and how it relates to Houston.

For more details about DWO education and outreach initiatives, please visit www.waterworksforhouston.org.

127. Please confirm that the 24 hour pressure recorders listed in section 4.2.3.1 all exist and are in good working condition. Are they connected to a SCADA system?

RESPONSE:

For water systems, other than UD-5, each plant is equipped with a pressure transmitter for pressure monitoring purpose. The recording of the data is done on the HMI end at the East Water Purification Plant control center. The pressure transmitters are currently in working order. The UD-5 is being operated and monitored by a contractor.

128. Please explain details of any interconnections between these water systems. Do any have interconnects with outside systems? If so, with what systems? Do these outside systems use chlorine or chloramines?

RESPONSE:

The UD-5 system has 3 connections with outside systems. They have a normal connection with Montgomery MUD 98 and emergency connections with Montgomery MUD 83 and Kings Manor MUD. Moonshine Hills is a re-pump station which water supplied from the City of Humble. It is believed these outside systems use chlorine for disinfectant.

129. Please confirm that we will have no tasks involved in billing and collection.

RESPONSE:

No the City will handle all customer billing.

130. Will we be responsible for meter turn-offs and turn-ons due to late payments?

RESPONSE:

No the City will handle all turn ons and offs.

131. Will we be responsible for providing portable generators to any water production site that does not have a permanent generator? How is this to be priced?

RESPONSE:

Yes it is required of the Emergency Operations Plan. The Generators will be billed under additional services as noted in 4.2. The City will be addressing SB 361, but until that is complete the service provider will be responsible for providing generators. That will be paid as Additional Services.

132. Does the City plan to add any additional generators due to the recent passage of Senate Bill 361?

RESPONSE:

Yes, the City is current in consideration for adding additional generators to those facilities due to the recent passage of Senate Bill 361.

133. Is there SCADA or a remote monitoring/alarm system at all facilities? Is it tied into a central location?

RESPONSE:

For water systems, other than UD-5, the system is remotely monitored at the East Water Purification Plant control center. The UD-5 is being operated and monitored by a contractor.

134. Is there monitoring equipment at the water and wastewater sites covered under this RFP? What type? Will any of the monitoring equipment need replacement in the next 1, 3, or 5 years? If yes when. Who is responsible for replacement costs?

RESPONSE:

Yes, the monitoring equipment that consists of process analyzers may be required to be replaced during the life of the contract if they fail. The Service Provider will be required to replace them and the costs associated will be covered under Additional Services.

135. Are there any ancillary buildings or structures at any of the sites that may need replacement or major repairs during the term of the contract? If so, who is responsible for the costs associated with the repair and/or replacement?

RESPONSE:

PUD is not aware of any.

136. Does the City use the site to store equipment or chemicals for use other than what is required to operate the facility.

RESPONSE:

No PUD doesn't

137. Have any of the wells been identified as having problems associated with arsenic, radionuclide, fluoride or any other contaminant that might require special treatment or the discontinuation of use?

RESPONSE:

No contaminant has been identified with the wells in this contract.

138. When were the last well inspections? Were any problems identified that might compromise production or require major maintenance? Please detail. Have they been corrected?

RESPONSE:

The previous date of well inspections is listed below. There is no outstanding problem that might compromise production or require major maintenance.

Plant Name	Well No.	Address	Inspection/ Rehab Year
MUD 58	Well-01	22605 Loop 494	1999
Belleau Woods-2	Well-02A	3422 White Deer	2008
District 73-1	Well-01A	24120 E. Lake Houston Pkwy	2000

Plant Name	Well No.	Address	Inspection/ Rehab Year
District 73-2	Well-03	306 Blue Tail	2008
Plantation Hills	Well-01	26906 Plantation Hill	1998 (New)
	Well-02	27225 Huffman Cleveland	1998 (New)
Eisenhower Park	Well-01	13501 Aqueduct	2000

139. Are there any factors that might limit well usage? (i.e. subsidence district permits, productive yield, excessive drawdown issues, influence from other wells in the area, etc...)

RESPONSE:

Yes. Some of the wells within the UD-5 system are subjected to Historic Use Permit issued by Lone Star Groundwater Conservation District

140. Have any of the wells been rehabbed in the recent past or is it anticipated that any will require rehab during the term of the contract? Who is responsible for this cost?

RESPONSE:

The recent date of well rehabilitation is listed in table mentioned above. No well rehabilitation is anticipated during the term of the contract. If needed, the City will perform this task under separate contract.

141. Is there a "rental fee" for using any office space at any of the facilities covered under this RFP?

RESPONSE:

No the facilities may only be used to operate the GNEHSA and are not rented to the service provider.

142. Please define what events would be covered by Force Majeure. Please confirm that a named hurricane or tropical storm would be considered Force Majeure.

RESPONSE:

The City's Standard Terms and Conditions are located on the City of Houston, Strategic Purchasing Division website at <http://purchasing.houstontx.gov> under the Category Terms and Conditions.

Extract from City's Terms and Conditions

"Force Majeure

Timely performance by the "contractor" is essential to this Contract. However, the "contractor" will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the "contractor's" reasonable control, and that are without "contractor's" fault or negligence, subject to the following provisions: Acts of God such as storms or floods, as well as judicial restraints, acts of law-enforcement or military authorities, fires, epidemics, war or riot are examples of events that might be excusable as being beyond the "contractor's" reasonable control; however, no time extension because of an excusable shall ever be allowed unless: (a) within seven (7) calendar days of the commencement of any excusable delay, "contractor" shall provide "City" with written notice of the cause and extent thereof as well as a request for a time extension equal to the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, "contractor" shall provide "City" with written notice of the actual delay incurred, upon receipt of which, the time for "contractor's" performance shall be extended for the time actually lost by reason of an excusable delay. "

143. There is a requirement to have a M/WBE participation of at least 14% of the total project cost on this project. Will the total project cost include the electrical cost?

RESPONSE:

Yes.

144. There is a requirement that the "Service Provider Information" and the "Proposed Operating Plan" be limited to 10 pages each. Due to the size and complexity of this project, would it be allowable to expand the limit on the "Proposed Operating Plan" to 20 pages. If not, could we use any unused pages in the "Service Provider Information" section in the "Proposed Operating Plan" so that the total between the two are no more than 20 pages?

RESPONSE:

Yes the Proposed Operating Plan limit is now expanded to 20 pages. But the Service Provider Information is still limited to 10 pages and may not include more that Service provider information.

145. Please provide a list of any rolling stock that would be available for us to use.

RESPONSE:

None

146. Is the City providing any sampling and analyses services on the wastewater system?

RESPONSE:

The City currently provides sampling & analyses for Cedar Bayou only. We only collect samples at Kingwood facilities for permit renewal application which is once every 5 years.

147. Section 2.2.1.2 states that the City will provide all sampling and analyses related to water production and distribution except for microbial and disinfectant residuals. Section 4.2.4 states that the service provider is to provide lab facilities to conduct 11 different analyses for process control. Please detail what sampling and monitoring that the City is responsible for, both on the water and wastewater systems.

RESPONSE:

For water systems, the City is responsible for sampling and monitoring of the organic contaminants, inorganic contaminants, radionuclides, and unregulated contaminants in the distribution system as required by 30 TAC 290 Subchapter F.

148. Section 4.4.17.1 states that the "Service Provider shall refund the City for the cost of services not rendered". It does not explain if the Service Provider will be paid additional amounts if additional services are provided. Please confirm that the Service Provider will be paid additional fees if the quantities in the Table in 4.4.17.1 are exceeded.

RESPONSE:

Any work that exceeds the stipulated projected number of work orders, as listed on the *Basic Services Worksheet for Utility Maintenance*, will be carried out by the Director with no due compensation to the Service Provider.

149. Are there any open enforcement actions from TCEQ or any other regulatory agencies? This includes Notices of Violations from TCEQ inspections. Please detail.

RESPONSE:

There are no outstanding enforcement actions from TCEQ or any other regulatory agencies for the referenced water systems at this time.

150. Section 1.2.6 of the RFP states that the M/WBE participation goal is at least 14%. Section III.G.12.N of the draft contract states that this goal is 24%. Please clarify if the 14% is the correct number.

RESPONSE:

The goal for this contract is 14%.

151. Section II. P of the draft contract states the following concerning housekeeping; maintenance of buildings and grounds:

161. *“Contractor shall maintain the buildings, grounds, and landscaping of the Greater Northeast Houston Service Area Water and Wastewater Facilities in an attractive and neat manner so as to provide a facility that may be used for open house and plant tours. Specific standards are shown in Attachment B.”* Can you provide the referenced specific standard and/or Attachment B?

RESPONSE:

The contract is only a sample. The grounds of all the facilities must be kept in a neat and attractive manner. That would include mowing, edging and cleaning as necessary. During certain times of the year, that could mean mowing more than once a month.

152. Please provide the value of the bid bond and performance bond that we are to provide.

RESPONSE:

10%

153. How will the city evaluate the proposals? What is the weighting of evaluation of various required submittals and price?

RESPONSE:

The evaluation matrix is posted online.

154. Many tasks in the RFP are to be done at a certain mandated frequency. Please confirm that the Service Provider will be able to receive additional fees if the City or its Quality Assurance team require that any task be done on a more frequent basis.

RESPONSE:

The additional fees will apply if tasks are done more often than mandated if the Director requires that they be done more than is mandatory.

Furthermore, it is the responsibility of each Vendor to obtain any previous Letter(s) of Clarification associated with this solicitation.

A handwritten signature in cursive script that reads "Mary Williams".

Mary Williams
Division Manager
PWE Materials Management Branch
319 St. Emanuel
Houston, Texas 77002