



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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December 20, 2012

Subject: Letter of Clarification No. 2 to Invitation to Bid No. S50-L24437 for On-Site Water Treatment, Sludge Dewatering and Removal Services for the Public Works and Engineering Department

To: All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

- **To revise SECTIONS "A" The Official Bid Document and "B", Scope of Work/Technical Specifications and respond to questions posed by perspective bidders:**

- 1.) Remove pages 4, 5, 6, 9, 12, 14 & 15 of 45 and replace with the attached pages 4, 5, 6, 10, 12, 14 & 15 of 46 marked REVISED 12/7/2012.
- 2.) The following are questions posed by perspective bidders and the City of Houston's response:

Question No. 1: Is there any federal funding going towards this project or is it all local funds?

Answer: No.

Question No. 2: Could the City please provide the last few years maintenance and cost records for the thickener system and support equipment?

Answer: There are no compiled records.

Question No. 3: Will the City provide the contractor at no cost the utilities to operate the dewatering system (i.e. water and power)?

Answer: Yes.

Question No. 4: Normally, how often has the thickener operator had to transfer sludge from the thickeners during normal daily operations and how is this accomplished or is this automated?

Answer: The frequency varies and depends upon the water quality. The process is not automated. Transfer of sludge from the thickeners to the thickened sludge wet well is accomplished by way of four Moyno sludge transfer pumps. They are manually operated by our City operators.

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Question No. 5: How many times a day does each thickener have to be drawn down to achieve the required levels and torque?

Answer: The frequency varies and depends upon the water quality, the plant flow, and the number of the presses in operation.

Question No. 6: Can multiple thickeners be pulled down simultaneously or do they have to be drawn down one at a time?

Answer: The Contractor shall be required to maintain twenty-four hour operational capacity while the thickeners are drawn down. The Contractor's means and methods (extra holding capacity, e.g. frac tanks provided by the contractor) can be discussed in advance for approval by the City.

Question No. 7: When will the third diaphragm pump be installed in the sludge well?

Answer: Currently, there are three working pumps. A third diaphragm pump is in the procurement process.

Question No. 8: Are the double diaphragm pumps pumping directly to the dewatering units? If so how is their flow controlled?

Answer: Yes, all of the thickened diaphragm sludge pump motors are variable frequency drive (VFD) controlled.

Question No. 9: How many hours per week of dewatering operations are presently being run to achieve the plants requirements for the levels and torque to be maintained?

Answer: The number of hours varies, dependent on the flow and water quality of the plant, and the Contractor's means and methods.

Question No. 10: During wet conditions can the material be dumped off the edge of the road into the landfill to prevent rutting or unsafe driving situations?

Answer: Yes. The Contractor shall be required to push the dumped material into the landfill as soon as weather permits.

Question No. 11: During normal operations how often does the contractor have to spread the material and level the landfill surface to prevent vegetation growth?

Answer: Once a month.

Question No. 12: Is the City responsible for maintaining and calibrating the scales?

Answer: Yes.

Question No. 13: Is the scale computer and weight ticket machine located inside the scale house owned and operated by the City or the present contractor?

Answer: City of Houston.

Question No. 14: What is the normal percent solids of the sludge coming from the sludge wet well to the dewatering units?

Answer: Unknown, no data available.

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Question No. 15: What is the normal percent solids of the dewatered filter cake?

Answer: Approximately 28%.

Question No. 16: How many dry tons were dewatered and disposed of last year at this site?

Answer: 4,751.

Question No. 17: What analyses (i.e. local, state or federal) are required by the plant or TCEQ to dewater and dispose of the material in the onsite landfill and how often are these analyses required?

Answer: See the City of Houston Water Quality Laboratory Total Solids Standard Operating Procedure (SOP) for analyses procedures. The test results are required daily. The SOP can be viewed at the following website:
<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L24437>

Question No. 18: Will the City provide the permit for the onsite landfill?

Answer: Yes. The present permit is good until 2015.

Question No. 19: Regarding Section 3.4 on page 9 of 45 of the specifications: Are the contractor's employees assigned to the project required to be licensed treatment plant operators? There appears to be a missing section reference in the first sentence of this section?

Answer: No to question no. 1 and no. 2. See the attached page 10 of 46 marked, REVISED 12/7/2012.

Question No. 20: Would the City please clarify the operation of the requirement described in section 3.6 and 3.7? Section 3.6.2 appears to imply that the contractor is responsible for the first \$3,000 of a repair with a cost exceeding \$3,000 while section 3.7.2 seems to imply that the City will pay the cost of repairs that exceed \$3,000.

Answer: Any repair of City-owned equipment (with record of preventative maintenance) totaling more than \$3,000 will be paid by the City entirely. (See the attached, page 12 of 46 marked, REVISED 12/7/2012.)

Question No. 21: Regarding Section 3.10 – In the event of a significant discrepancy, would the City consider allowing testing by an independent, third-party certified lab as the basis of payment?

Answer: No. The City of Houston is the certified laboratory.

Question No. 22: Regarding the 20% MWBE participation requirement – It appears that, to meet this requirement, the proposed MWBE firms would not be required to be certified by the City of Houston, is this correct?

Answer: No. The M/WBE firms must be certified by the City of Houston. Certified M/WBE firms can be found in the on-line City of Houston MWDBE/SBE directory.

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The website link is: <http://www.houstontx.gov/obo/certification.html>.

Question No. 23: Would the City please provide a copy of the bid submittal form for review prior to online submittal? We do not see where a copy is contained in the bid package provided.

Answer: The electronic bid form is available on-line, on the City of Houston's E-Bidding website i.e.,
http://purchasing.houstontx.gov/Bid_Display.aspx?id=L24437.

Question No. 24: Will the City provide a copy of the form M/WBE.doc as listed on page 3 – Table 2 in the Bid Specifications. We do not see where a copy is contained in the bid package provided.

Answer: The M/WBE forms can be viewed at the following website:
<http://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=L24437>

Question No. 25: Page 3 states that the bond will be for 50% of the annual award amount but page 4 states that the bond for the option years will be 100%. Please clarify which amount is correct.

Answer: See the attached page 4 of 46 marked, REVISED 12/7/2012.

Question No. 26: Page 11 – Paragraph 3.7 regarding Additional “City Directed Special Services”. Are there guidelines as to how the scope of these services is determined? Will the contractor have input prior to being directed to perform?

Answer: Question No. 1 – The answer is no. The Contractor will, however, be required to provide, upon receipt of a written request from the City, a written proposal to include the mark-up percentage for additional “City Directed Special Services”. Yes to Question No. 2.

Question No. 27: Page 13 – Paragraph 8.0 states that “The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Can the City please clarify that notice will be provided to Contractor prior to these revisions and subject to approval by the Contractor?”

Answer: The Contractor, upon request, shall be required to provide the City a signed proposal confirming the total cost for each add-services request.

Question No. 28: Page 14 – Paragraph 10.4 states that “If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price. Would the City consider revising this language to state that City and Contractor shall agree on an equitable adjustment in the contract price?”

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Answer: The City's contract terms and conditions are firm.

Question No. 29: Page 22 – Paragraph 2.0 Release: Would the City consider revising this language to add to the extent caused by Contractor's negligence or breach of this agreement?

Answer: The City's contract terms and conditions are firm.

Question No. 30: Page 22 – Paragraph 3.0 Indemnification. Would the City consider revising this section to a mutual indemnification by both parties similar to the following?

"Contractor shall defend, indemnify and hold harmless the City, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, the City shall promptly notify Contractor in writing.

The City shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Customer's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, the City shall promptly notify Contractor in writing."

Answer: The City's contract terms and conditions are firm.

Question No. 31: Pages 29 and 30 – Paragraph 3.0 Renewals: Would the City consider revising the language in this section to state this Agreement may be renewed for two successive one-year terms on the same terms and conditions subject to mutual written agreement by both Parties. The Director/Chief of the City Department shall notify Contractor in writing of renewal or non-renewal at least 90 days.

Answer: The City's contract terms and conditions are firm.

Question No. 32: Page 30 – Paragraph 5.0 Termination for Convenience by the City: Would the City consider revising so that the Agreement could be terminated for convenience by either party with 90 days' written notice?

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Answer: The City's contract terms and conditions are firm.

Question No. 33: Page 32 – Paragraph 2.0 Force Majeure: Since this is a multi-year Agreement, we would like to request that change in Federal, State, or local law or ordinance, or caused by the judgment(s) of any Federal, State or local court, administrative agency or governmental body be added to the definition of Force Majeure.

Answer: The City's contract terms and conditions are firm.

Question No. 34: We would like to know if the existing structure and office trailer at the process area will remain in place should the incumbent not retain the contract. If the City does not own these, will the City make arrangements to retain them or can Synagro quote a price, prior to bidding, for leaving them in place for use by the City/winning bidder? If the structure and the trailer will need removed, what timeframe will be allotted for the winning bidder to construct/replace them?

Answer: Prospective bidders can independently discuss the acquisition of the existing structure, equipment and office trailer with the current contractor. The awarded Contractor shall be required to maintain uninterrupted 24-hour a day service to the City of Houston.

Note: No further questions will be accepted after the publication of this Letter of Clarification.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation and resulting bid.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Revised pages 4, 5, 6, 10, 12, 14 & 15 of 46.

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Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Performance Bond or Clean Irrevocable Letter of Credit in the amount of 50% of the total contract option year amount.

The Performance 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 shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond.

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

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.

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

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

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LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED

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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 of 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 Buyer 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 pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer, 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

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")

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- **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 IN SECTION 15-181 OF THE CODE.**

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

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

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

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

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

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2.0 SITE DESCRIPTION:

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2.1 The Contractor shall be required to provide operation, maintenance, transport, and disposal services for the following water treatment plants:

2.1.1 Southeast Water Purification Plant (SEWPP)

2.2 Southeast Water Purification Plant (SEWPP):

2.2.1 The SEWPP is located at 3100 Genoa Red Bluff, Houston, Texas 77034 (Key Maps 577 M & R).

2.2.2 The daily average treated water flow rate for the SEWPP is approximately 85 MGD, and the annual water treatment sludge produced is approximately 4,000 dry tons per year. Daily treated water flow rate for the SEWPP may increase to an average flow rate of 200 MGD during the contract term. The total plant capacity is 200 MGD.

2.2.3 After the sludge is dewatered, the sludge is currently hauled off in form of a truck-able dry cake and disposed at an on-site landfill. The dewatered sludge shall have solids content of at least 18% solids or higher on a consistent basis. The City will not pay for any loads for which the solids content is less than 18%.

3.0 SCOPE OF SERVICES:

3.1 The Managing Engineer or designee will be the designated point of contact for the contract. All coordination for the project shall be made through the Managing Engineer or his designee.

3.2 The Contractor shall designate a Project Manager for this contract by submitting in writing a letter to the Managing Engineer. This letter shall be delivered within 10 days of notification of award by the City Council.

3.2.1 The Project Manager must be locally available at all times during the contract term.

3.2.2 The Project Manager shall have full authority to represent the Contractor in making decisions and in the execution of the services to be performed under the contract.

3.2.3 The Project Manager must be knowledgeable in operation and maintenance of dewatering process and equipment.

3.3 SEWPP is operated 24-hours a day, 7-day a week. The Contractor shall be available to provide service on a 24-hour per day/7-day per week basis to meet the specifications of the sludge dewatering services per this Contract. The City shall not be charged an additional fee for the services outside of the normal working hours, including weekends and holidays. The Contractor shall make provisions to complete any and all scheduled work as quickly as possible after a delay caused by inclement weather, or other conditions.

3.4 *The Contractor shall be responsible for all operations and maintenance functions of the existing on-site dewatering system as well as contractor supplied belt presses as identified in Section 1.1.*

3.4.1 The Contractor shall be required to provide qualified personnel to operate the systems. The Contractor will ensure that all personnel are trained and meet the minimum regulatory requirements established by TCEQ, where applicable.

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- 3.5.2.10 Daily operation status of each major piece of equipment (i.e. Thickeners, Belt Presses, Sludge transfer pumps, Sludge feed pumps etc.)
- 3.6 Repairs: The Contractor is strictly and solely responsible for the cost of operating and maintaining Contractor equipment. However, regarding City-owned equipment the following aspects apply:
- 3.6.1 Any single repair or replacement that is less than \$3,000 (i.e. cost of part or parts only) shall be paid for by the Contractor. All labor, supervision, consumables, equipment, tools, etc. required to perform this repair shall be paid for by the Contractor. This cost is incidental to the Electronic Bid Form, Group One, Bid Item #1.
- 3.6.2 *Any single repair or replacement that is greater than \$3,000 (i.e. cost of part or parts only) shall be paid for by the City in accordance with the Fee Schedule, unless it is damaged due to the Contractor's actions or lack of actions. The City will pay all costs exceeding \$3,000, including, parts, labor, supervision, consumables, equipment, tools, etc. If the City elects to use the Contractor for repairs described herein, the work will be considered "Special City Directed Services" and will be paid in accordance with the Electronic Bid Form, Group Two, "Special City Directed Services", Bid Item #2. Any repair of City-owned equipment (with record of preventative maintenance) totaling more than \$3,000 will be paid by the City entirely.***
- 3.6.3 For all work exceeding \$3,000, a minimum of 3 bids shall be obtained by the Contractor. Each bid shall have the detailed breakdown of labor, equipment, materials, subcontractor cost and other incidentals. The subcontractor cost shall also include the detailed breakdown of labor, equipment, materials and other incidentals. If 3 bids cannot be obtained, the Contractor shall provide documentation that a reasonable effort was made to obtain the bids. The City also reserves the right to retain other entities to make the repair(s) if the Contractor's bids are not acceptable by the City.
- 3.6.4 Any repair or replacement in excess of \$3,000 per item shall require authorization from the Managing Engineer or designee. The Contractor shall determine the extent and estimated cost of corrective repairs. A written recommendation for repair shall be submitted to the Plant Manager/CTR or designee for approval. The City will reimburse for the repairing costs if the Contractor demonstrates the damage is not preventable. All repairs will require written authorization from the Managing Engineer or designee before commencing.
- 3.7 **Additional "Special City Directed Services"**
For additional "Special City Directed Services", the City will pay the entire cost of the directed service as submitted by the Contractor **plus 15% mark-up** per the Contract Exhibit "H", titled, "Fees and Costs". It may include the following tasks and shall be performed at the discretion of the City:
- 3.7.1 *Fees & Costs Schedule, Group 2, Line Item No. 1: Sludge removal at other locations inside SEWPP such as Return Flow B Forebay (RFB), Sedimentation Basins, Flocculators etc.*
- 3.7.2 *Fees & Costs Schedule, Group 2, Line Item No. 2: Repairs to City-Owned equipment that exceed the \$3,000 threshold as described in Section 3.6b above. Any repair of City-owned equipment (with record of preventative maintenance) totaling more than \$3,000 will be paid by the City entirely.***
- 3.7.3 *Fees & Costs Schedule, Group 3, Line Item No. 3: Capital improvements that improve or restore the operability and reliability of the system. An annual joint inspection will be performed by the City and the Contractor to assess the condition of the sludge dewatering system. One week after inspection is completed; the Contractor shall be required to provide a list of items that is recommended for repair or improvement.*

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actually has a facility at the location they have listed in the bid document and determine if the bidder meets the bid requirements.

5.0 CONTRACT COMPLIANCE:

- 5.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided.
- 5.2 Monitoring may take the form of, but not necessarily limited to:
 - 5.2.1 Site visits
 - 5.2.2 Testing and sampling of goods and services
 - 5.2.3 Review of deliveries received for accuracy and timeliness
 - 5.2.4 Review of permits, certifications and/or licenses
 - 5.2.5 Review of contractor's invoices for accuracy
- 5.3 The responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works and Engineering.

6.0 INVOICES:

- 6.1 ***The Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:***
 - 6.1.1 ***The City Contractor Number, City Ordinance Number, City Release Number, and Contractor's Job Number.***
 - 6.1.2 ***The Contractor's name and address and where the service was performed.***
 - 6.1.3 ***The total invoice costs of the job.***
- 6.2 ***Mail invoices to: Accounts Payable:
Attn: Craig Foster
City of Houston, Accounts Payable
P.O. Box 61449
Houston, Texas 77208-1449.***

7.0 POST AWARD MEETING:

- 7.1 Once the contract has been approved by City Council, the City reserves the right to schedule a Post-Award meeting with the Contractor and City end users. The meeting will include representatives from the Strategic Purchasing Division, Public Works and Engineering Department Contact Management, Accounts Payable, and others as deemed appropriate.

**S50-L24437 / Letter of Clarification No. 2
On-Site Water Treatment, Sludge Dewatering and Removal Services
for the Public Works and Engineering Department**

REVISED 12/7/2012

8.0 ESTIMATED QUANTITIES NOT GUARANTEED:

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services provided during the term of this contract. The quantities may vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

9.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges thereof will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Contract Fees and Costs schedule.

10.0 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.

11. WARRANTY OF SERVICES:

11.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approves specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

11.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

11.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

11.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.