



CITY OF HOUSTON
FINANCE DEPARTMENT
Strategic Purchasing Division

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July 15, 2013

SUBJECT: Letter of Clarification No. 3
Assessment and Testing On-Call Program and Services for Public Works and
Engineering Department

REFERENCE: Best Value Bid No. S30-L24629

TO: All Prospective Bidders

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Bid line items have been added or changed. All bids submitted on or before July 15, 2013 must be withdrawn and resubmitted on SPD's E-bid system.

2. Page 10, Section 2.9.1 has been revised to read as follows:

2.9.1 The Contractor shall complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs, which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor is to only complete the minor repairs noted below: The Contractor shall provide all required **equipment and** materials to complete this work. Remove Page 10 and replace with attached Page 10 marked Revised - July 12, 2013.

3. Page 10, Section 2.9.1.1.1 has been revised to read as follows:

2.9.1.1.1 Locate the paved over valve, cut asphalt/concrete (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material. **The Contractor shall document the repair using a hand held data collector and take a GPS reading of the valve to identify date of repair and location. The Contractor shall provide all required equipment and materials to complete this work.** ~~The Contractor must tag such repairs and notify the User Department Representative (UDR) immediately.~~ Remove Page 10 and replace with attached Page 10 marked Revised - July 12, 2013.

4. Page 10, Section 2.9.1.2.1 has been revised as follows:

2.9.1.2.1 Locate the buried valve, dig down to the cover, and apply risers to rise to existing ground level, backfill with compacted soil. **The Contractor shall document this**

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Clarification No. 3 - Assessment and Testing On-Call Program and Services for the Public Works and Engineering Department S30-L24629

activity using a hand held data collector in order to identify date of activity and location. The Contractor will **shall** provide all required **equipment and materials** to complete this work. Remove Page 10 and replace with attached Page 10 marked Revised - July 12, 2013.

5. Page 12, Section 2.13.2.7 has been revised as follows:

2.13.2.7 ~~torque chart,~~ **Provide torque charts for equipment that shall be used for turning valves for diameters 16" or larger.** Remove Page 12 and replace with attached Page 12 marked Revised - July 12, 2013

6. Page 12, Section 2.14.1.4 has been revised as follows:

2.14.1.4 work orders for these repairs **using Excel format.** Remove Page 12 and replace with attached Page 12 marked Revised - July 12, 2013

7. Page 15, Section 6.2 has been revised as follows:

6.2 ~~Proposals shall include a detailed Geographic Information System (GIS) plan identifying quality checkpoints throughout the program lifecycle.~~ **Proposals shall include brief information on the use of Geographic Information System (GIS) for performing this work.** At a minimum, proposals shall describe methods for developing mapping grade horizontal accuracy and accurate attribute data. Remove Page 15 and replace with attached Page 15 marked Revised - July 12, 2013

8. Page 17, Section 11.4 has been revised as follows:

11.4 The Contractor shall solely be responsible for furnishing, erecting and maintaining suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen, and other traffic control devices as are or may be necessary to adequately protect the work and warn, advise and safeguard others over the entire length of the project, including, but not limited to, sections of the project which the Contractor closes to traffic. All barricades, signs and other types of devices necessary for traffic control and to protect the work shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices". **Vehicles used for this contract shall be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and the vehicle shall clearly identify the contractor. Each vehicle shall have minimum of two (2) crew members to perform safety work.** Remove Page 17 and replace with attached Page 17 marked Revised - July 12, 2013

9. Page 17, Section 12.1 has been revised as follows:

12.1 ~~A minimum one (1) year warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s).~~ **Warranties required by the Contract shall commence on the day of Substantial Completion unless otherwise provided by the City Engineer in Certificate of Substantial Completion. Warranties may not commence on items not substantially completed.** Remove Page 17 and replace with attached Page 17 marked Revised - July 12, 2013

Clarification No. 3 - Assessment and Testing On-Call Program and Services for the Public Works and Engineering Department S30-L24629

10. Page 40, Exhibit "A" the following definitions are added:

"City Engineer" means The City Engineer, or City employee representing the City Engineer, designated in the Agreement and authorized to represent the City, or successors.

"Contract Time" The number of days stated in the agreement to Substantially complete the work, plus days authorized by the Change Order.

"Date of Commencement of the Work" Date established in the Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of contractor, person or entities for whom Contractor is responsible, to act.

"Date of Substantial Completion" Date that construction, or portion thereof designated by City Engineer, is certified by City Engineer to be substantially complete.

Remove Page 40 and replace with attached Page 40 marked Revised - July 12, 2013

• The following questions and City of Houston responses are hereby incorporated and made a part of the Invitation to Bid:

1. **Question/Request:** Page 10, Section 2.9.1.1.1 - Advise if the last sentence "The Contractor must tag such repairs and notify the User Department Representative (UDR) immediately." applies to this contract.
Answer: See revised Page 10, Section 2.9.1.1.1
2. **Question/Request:** Page 12, Section 2.13.2.7 - Recommend that the Contractor and Project Engineer agree on valves that will require this torque chart.
Answer: See revised Page 12, Section 2.13.2.7
3. **Question/Request:** Page 12, Section 2.14.1.4 - What format should the work orders be prepared in?
Answer: See revised Page 12, Section 2.14.1.4 -
4. **Question/Request** Page 13, Sections 4.6 and 4.5 - Are these items applicable to this Bid?
Answer: Yes.
5. **Question/Request** Page 15, Section 5.7.6 - Applicable to this work?
Answer: Yes.
6. **Question/Request** Page 15, Section 6.2 - Should the GIS plan in writing be submitted with the Proposal?
Answer: See revised Page 15, Section 6.2.
7. **Question/Request** Page 17, Section 12.0 thru 12.9 - At what point does the clock start ticking on the one year warranty?
Answer: One year warranty shall commence on the "Date of Substantial Completion" unless otherwise provided by the City Engineer in

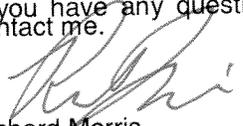
Clarification No. 3 - Assessment and Testing On-Call Program and Services for the Public Works and Engineering Department S30-L24629

Certificate of "Substantial Completion." Warranties may not commence on items not substantially completed. See Revised July 12, 2013, Page 40 "Definitions."

8. **Question/Request** What is the annual or total budget for this project?
Answer: Not available.
9. **Question/Request** Lines 20 and 21 - Is the scope only to furnish the cover or to perform the installation as well?
Answer: Furnish, install and dispose of old covers.
10. **Question/Request** Line 21, Does this line apply to detachable vault lids only?
Answer: This applies to both detachable and non-detachable vault lids. All valve box covers and vault lids shall meet City of Houston specifications. The contractor shall dispose of old covers and vault lids.

When issued, Letter(s) of Clarification shall automatically become a part of the proposal 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 proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

If you have any questions or if further clarification is needed regarding this Invitation for Bid, please contact me.


Richard Morris
Senior Procurement Specialist

Attachment Pages; 10, 12, 15, 17 and 40 marked Revised - July 15, 2013

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-L24629
Revised - July 15, 2013

2.7.1.8 The Contractor shall provide all required materials to complete this work.

2.8 Valve Marking

2.8.1 Valve lid covers shall be marked, as the inspection and exercising process is completed, with blue marking paint. The mark is intended to provide field evidence of work completed at an individual valve and shall assist any future crews in locating the valve in a timely manner. The Contractor shall provide all required materials to complete this work.

2.9 Minor Valve Repairs

2.9.1 The Contractor shall complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs, which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor is to only complete the minor repairs noted below: The Contractor shall provide all required **equipment and** materials to complete this work.

2.9.1.1 Raising valves in asphalt/concrete

2.9.1.1.1 Locate the paved over valve, cut asphalt/concrete (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material. **The Contractor shall document the repair using a hand held data collector and take a GPS reading of the valve to identify date of repair and location. The Contractor shall provide all required equipment and materials to complete this work.**

2.9.1.2. Raising valves in dirt

2.9.1.2.1 Locate the buried valve, dig down to the cover, and apply risers to rise to existing ground level, backfill with compacted soil. **The Contractor shall document this activity using a hand held data collector in order to identify date of activity and location.** The Contractor **shall** provide all required **equipment and** materials to complete this work.

2.9.1.3. The Contractor shall repair valve's operating nut without shutting down water system and perform other repairs as jointly agreed with the City.

2.10 Equipment

2.10.1 The Contractor agrees to furnish to the City all necessary materials, equipment, labor (unless otherwise noted in the agreement to complete the valve assessment, improvement and information program in accordance with the provisions, instructions and specifications for the City. The Contractor must use a microprocessor controlled valve turner with a torque limit of 2,500 ft-lb capability to assure that all large valves over 16" can be safely operated. Upon requests, the Contractor shall, at a minimum, submit a list of equipment and include type of equipment, manufacturer, model, year and any other pertinent information for all equipment to be used during the large valve program.

2.11 GPS Data

2.11.1 All the valves encountered in this program are to be GPS mapped within sub-meter accuracy and the attribute data shall be delivered in a database compatible with the City's existing data schema. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The Contractor shall propose GPS settings and device settings to achieve the stated requirement of sub-meter horizontal accuracy. At a minimum, and in addition to database attribute requirements, the following data shall be generated as a result of this process:

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-L24629
Revised - July 15, 2013

2.13.2.5 number of turns,

2.13.2.6 final torque,

2.13.2.7 **Provide torque charts for equipment that shall be used for turning valves for diameters 16" or larger.**

2.13.2.8 other added attribute items as agreed.

2.13.2.9 other valve related attributes.

2.14 **Evaluation Report**

2.14.1 The Contractor shall evaluate and analyze the results of the program and develop an evaluation report for the City. This evaluation report will include an analysis of the results of the program, findings, learning's, suggestions, and recommendations for the City. At a minimum, the following deliverable reports will be presented to the Project Engineer and/or designee:

2.14.1.1 validated compliant database,

2.14.1.2 annotated maps which depict the program area,

2.14.1.3 a list of recommended valve repairs not included in this scope,

2.14.1.4 work orders for these repairs **using Excel format.**

2.14.1.5 a list of recommended valve replacements, and

2.14.1.6 evaluation report.

2.14.2 Before field operations commence, the Project Engineer and/or designee shall meet to agree on specific data schemes to be employed, on which specific features shall be collected, the format this feature data shall conform to, and the final resting place for all collected and calculated information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City's staff.

3.0 Pricing

3.1 Upon approval by the Director and/or designee, the Contractor shall be reimbursed for the fees, without markup, of all permits as necessary for proper execution and completion of the work. A receipt is required for all reimbursements.

4.0 Work Orders

4.1 The Contractor shall perform the work under this Agreement only upon the issuance of a written "work order" signed by the Project Engineer and/or designee of the UMB. "Work Orders" shall be issued in accordance with the requirements specified in this Agreement.

4.2 "Work Orders" issued prior to and in effect at the time of the expiration of this Agreement shall continue to be in effect and performed by the Contractor until such time as all requirements have been met, and a written acceptance of the work performed has been made by the Project Engineer and/or designee.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-L24629
Revised - July 15, 2013

accordance with terms and conditions of this Agreement and recommends acceptance of the work under the "work order". Upon acceptance, the Project Engineer will issue a Certificate for Payment.

5.7.4 Should Work be found not in compliance with requirements of this Agreement, the Project Engineer will notify the Contractor in writing of items of non-compliance. Upon correction of such non-complying items, the City shall issue a Certificate of Final Completion to Contractor as provided in Paragraph 5.7.2 above.

5.7.5 The Contractor shall submit the following items to the Project Engineer before it shall issue a Certificate of Final Completion:

5.7.5.1 affidavit that payrolls, invoices for materials and equipment and other indebtedness of Contractor connected with the work (less amounts withheld by the City) have been paid or otherwise satisfied; and, if required by the Project Engineer, submits further proof including waiver or release of lien or claims from laborers or suppliers of material or equipment;

5.7.6 Partial Occupancy or Use

5.7.6.1 The City may occupy or use any completed portion of the Work at any stage, provided such occupancy or use is consented to by the Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.7.6.2 Immediately prior to such partial occupancy or use, the Project Engineer and Contractor shall jointly inspect the area to be occupied or the portion of the Work to be used in order to determine and record the condition of the work.

5.7.6.3 Partial occupancy or use of a portion or portions of the work shall not constitute acceptance of work not complying with requirements of the Agreement.

6.0 **Quality Assurance/Quality Control (QA/QC) Program**

6.1 The Contractor shall submit to the Project Engineer, for approval, a Quality Assurance/Quality Control Plan (QA/QC) within 15 calendar days after the effective date of this Agreement. This plan should address all aspects of quality control including responsibility for monitoring work, documentation, corrective action, and interface with the City. In some cases, Contractor's quality control personnel shall be required to have professional or discipline-specific certifications.

6.2 **Proposals shall include brief information on the use of Geographic Information System (GIS) for performing this work.** At a minimum, proposals shall describe methods for developing mapping grade horizontal accuracy and accurate attribute data.

7.0 **Contractor Representative**

7.1 At all times during performance and until the work is completed and accepted, the Contractor shall manage, supervise, and direct the work under this Agreement and have a designated experienced superintendent on the work site.

7.1.1 The Superintendent must be available at all times during the contract term.

7.1.2 The superintendent must have at least 3 years' experience of managing similar contracts.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S30-L24629
Revised - July 15, 2013

diesel operating vehicles or motorized equipment used in performing the work. Off-road Low Sulfur Diesel Fuel may be used in lieu of the on-road Low Sulfur Diesel Fuel. Upon request by the Managing Engineer or Project Manager, Contractor shall provide proof that Contractor, subcontractors, and suppliers are using Low Sulfur Diesel Fuel.

11.0 Safety

- 11.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement and shall abide all rules, regulations, and programs with regard to safety. The Contractor shall submit a safety program to the Project Engineer prior to mobilization for the work, and shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for damage, which might result from failure or improper construction, maintenance, or operation performed by Contractor.
- 11.2 The Contractor and/or subcontractor(s) shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and subsequent amendments along with all applicable federal, state, and local laws, ordinances and regulations. The Contractor shall adhere to applicable OSHA Standards, Part 1926 – Safety and Health Regulations for Construction, Part 1910 - Occupational Safety and Health Standards, the Texas Hazard Communication Standard and the Texas Underground Facility Damage Prevention and Safety Act along with any other applicable standards and/or requirements. The Contractor shall apply and/or adopt Parts 1910 and 1926 along with applicable Subparts as the safety standards for the performance of this Agreement. **THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR FINES, PENALTIES, AND CORRECTIVE MEASURES THAT RESULT FROM THE ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND ASSIGNS FOR THEIR FAILURE TO COMPLY WITH SUCH SAFETY RULES AND REGULATIONS.**
- 11.3 The Contractor shall obtain any required traffic control permits and provide traffic control equipment and personnel necessary to perform the work.
- 11.4 The Contractor shall solely be responsible for furnishing, erecting and maintaining suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen, and other traffic control devices as are or may be necessary to adequately protect the work and warn, advise and safeguard others over the entire length of the project, including, but not limited to, sections of the project which the Contractor closes to traffic. All barricades, signs and other types of devices necessary for traffic control and to protect the work shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices". **Vehicles used for this contract shall be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and the vehicle shall clearly identify the contractor. Each vehicle shall have minimum of two (2) crew members to perform safety work.**

12.0 Warranty of Services

- 12.1 **Warranties required by the Contract shall commence on the day of Substantial Completion unless otherwise provided by the City Engineer in Certificate of Substantial Completion. Warranties may not commence on items not substantially completed.**
- 12.2 When extended warranties are available as standard, they shall be included as a part of the work for the benefit of the City. All documents necessary to effect warranty shall be properly applied for and submitted by the Contractor.
- 12.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Contractor warrants:
- 12.3.1 That all items are new and free of defects in title, design, material, and workmanship.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
SOLICITATION NO.: S30-L24629
Revised - July 15, 2013

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"City Engineer" means The City Engineer, or City employee representing the City Engineer, designated in the Agreement and authorized to represent the City, or successors.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contract Time" The number of days stated in the agreement to Substantially complete the work, plus days authorized by the Change Order.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Date of Commencement of the Work" Date established in the Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of contractor, person or entities for whom Contractor is responsible, to act.

"Date of Substantial Completion" Date that construction, or portion thereof designated by City Engineer, is certified by City Engineer to be substantially complete.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.