



# CITY OF HOUSTON

Administration and Regulatory Affairs Department  
Strategic Purchasing Division

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April 19, 2012

**Subject:** Letter of Clarification No. 1 to Invitation to Bid No. S50-C24203 City Hall Annex Parking Garage Repairs for the General Services Department

**To:** All Prospective Bidders:

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

- **To revise SECTION "B", Scope of Work/Technical Specifications, SECTION "C", Supplemental Conditions and respond to questions posed by perspective bidders:**

- 1.) Remove pages 8, 135 & 136 of 142 and replace with pages 8, 135 & 136 of 142, marked REVISED 4/18/2012.
- 2.) The following questions and City of Houston response are hereby incorporated and made a part of the Invitation to Bid:

**Question No. 1** Can you please provide a depth for the concrete repairs so that all contractors are bidding on the same level? The drawings have depths that range from one depth all the way to another and says to field verify. We are unable to do that without removing the damaged concrete.

**Answer:** A range of depth for concrete repairs is provided in the concrete repair details. For bidding purposes, assume the upper limit on the range.

**Question No. 2** On the brick paver detail on 6.1E it has a note to remove the existing pavers and reinstall. If the pavers are damaged when they are removed is it the Owners intention to cover the cost of the new paver in a change order? If not do we include replacement in this line item or do you add a new unit price for us to include?

**Answer:** The Task Item 6.1E unit cost shall include replacement of removed pavers if the pavers are damaged during removal. The cost will not be covered by the City under a separate unit price.

**Question No. 3** On the wheel stops it say a pre engineered modular wheel stop. What material do you want the wheel stops to be?

**Answer:** Wheel stops shall be constructed of reinforced concrete and painted yellow.

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**Question No. 4** The specs for the expansion joints states on 079000 3.3.4 that the joint shall be continuously wet for 12 hrs to verify no leaking. Will this requirement be feasible since some of the joints are in high vehicle and pedestrian traffic areas? If so won't we have to dam the areas to keep water on them and will this water have to be recovered and disposed of as hazardous waste under the city's EPA rules?

**Answer:** Expansion joint flood testing is required. Coordinate with the City for timing/scheduling 12 hour flood testing.

**Question No. 5** Is it correct that in detail 12.3 that the painting of the 500sf of plaster repair is not included in Task Item 7.13? Does this mean that there will actually be 4,000 sf of stucco coating and then additional coating of the replaced block and tuck pointing?

**Answer:** Painting of replaced plaster shall be included in the unit cost for Task Item 12.3. Painting shall be conducted in accordance with Section 09 96 00 and the application requirements of Task Item 7.13.

**Question No. 6** We do not find any repairs for 6.1E or 10.7 shown on the drawings?

**Answer:** Task Item 6.1D is shown on the drawings and refers to Task Item 6.1E in the task item Detail 6.1D on Sheet S2.02. Bidding should be for Task Item 6.1E as shown on the bid form. Task Item 10.7 is referenced in the Task Item 6.1E detail. Since the exact locations for Task Item 10.7 are not known in advance, Task Item 10.7 is not shown on the drawings.

**Question No. 7** There is not any space for bidding 6.1D on the bid form.

**Answer:** Correct. Bidder should include all cost associated with performing Task Item 6.1D in its bid price for Task Item 6.1E.

**Question No. 8** Drawing S2.02 shows 160lf of repair 6.1E but, there is not any shown on the drawings?

**Answer:** Task Item 6.1D is shown on the drawings and refers to Task Item 6.1E in the task item details.

**Question No. 9** TI 3.1-Unable to locate this repair task item identified on sheet S1.05. Is this located in the storage room below the ramp?

**Answer:** Task Item 3.1 is shown on Sheet S1.05. The work area is in the storage room below the ramp.

**Question No. 10** TI 7.3-It appears to direct repairs to the columns. Is this the replacement of the sealant at the base of the columns only, or does this include sealant repairs on the column itself? Are these sealant joint located at the column and planter boxes included in the quantities provided?

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**Answer:** The drawings show replacement of joint sealant at the base of the columns. There is no sealant repair within the column. The provided estimated quantities include joint sealant work at both the column bases and planter boxes.

**Question No. 11** TI 7.7-Is the linear footages value for this task item assigned to only the area to receive the coating, or is this task item repair associated to areas outside for what has been identified to receive a coating?

**Answer:** This task item applies to the Court Level and associated ramps.

**Question No. 12** TI 10.5-Is there a picture of this location? What corroded steel in particular needed to be addressed? Task item does not have a detail associated in the drawings.

**Answer:** The location of this repair item is provided on Sheet S1.01. This repair item is for infill steel plates between the stair riser and wall.

**Question No. 13** TI 10.7-Where is this located, unable to locate this task item in the drawings provided?

**Answer:** This task item is a provision of Task Item 6.1C and 6.1E in the event the existing angle is in unrepairable condition. This task item is not called out in a specific location as it requires demolition to determine location.

**Question No. 14** TI 12.3-In regards to the painting after the plaster repair. Should the painting address only that which was repaired? Should it address the whole wall from transition to transition where the repair occurred? Or should the whole stair well be painted to match? In at least one stairwell, there was a small amount of corroded metal associated with the stucco installation as well as a few hairline cracks. Are these minor repairs to be conducted as well?

**Answer:** Painting shall address plaster areas that are repaired per Task Item 12.3. The whole stairwell does not need to be painted. The cost for Task Item 12.3 shall include coating repaired plaster areas with a high performance coating (per Section 09 96 00). The repair of adjacent corroded metal trim and cracked plaster shall be included in the cost associated with performing Task Item 12.3 (refer to specification Section 01 01 50 Task Items, Task Item 12.3 Scope of Work).

**Question No. 15** Is the sealant installed in the walls of the court walls expansion joints to remain or be replaced? If replaced, do the walls need to be painted to match?

**Answer:** Vertical joint sealing is not included in the current scope of work.

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**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

Attachment: Revised pages, 8, 135 & 136 of 142.

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**SECTION B  
SCOPE OF WORK/SPECIFICATIONS**

1.0 General:

1.1 The Contractor shall be required to provide all materials, labor, equipment, transportation, insurance, permits, bonds and other services necessary to repair the parking garage at the City Hall Annex, located at 900 Bagby. The scope of work includes, but is not limited to, concrete surface crack repair; joint sealant replacement; traffic topping coat installation; paint striping for parking spaces; cove sealant installation; overhead slab repair; concrete beam repair; concrete wall repair; concrete joist repair; masonry tuck-pointing; concrete masonry repair; cleaning and coating corroded steel; plaster wall repair in stairwells and replacement of wheel stop.

**2.0 *Installation of Surface Topping:***

**2.1 *The Contractor shall be required to perform the work on Friday evenings encompassing as many weekends necessary to complete the work to allow for the traffic topping material to cure in time for vehicular traffic by Monday mornings at 5:00am. It will be up to Contractor's means and methods to perform this scope of work for as many weekends necessary to meet that criteria.***

3.0 Performance Time:

3.1 The Contractor shall have **70 calendar days** to order all supplies/equipment and complete all the work associated with and required by the contract after receipt of the written Notice to Proceed from the City.

4.0 Warranty:

4.1 The Contractor shall warranty all materials and equipment for **five years** and workmanship for **one year**.

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**SECTION C**

**A PDF version of this 2012 Building Wage Decision  
can be viewed on the following web link**

**<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24203>**

**GENERAL TERMS AND CONDITIONS**

**A PDF version of the General Terms and Conditions can be viewed on the following web link**

**<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C24203>**

**Document 00800  
SUPPLEMENTARY CONDITIONS**

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

**ARTICLE 3 - THE CONTRACTOR**

**3.5 LABOR: *Insert the following Paragraph 3.5.3.1.1.***

**3.5.3.1.1 Contractor shall make good faith efforts to comply with the City ordinances regarding Minority and Women Business Enterprises (MWBE) and Persons with Disabilities Business Enterprises (PDBE) participation goals which are as follows:**

**.1 the MWBE goal is 0 percent, and**

**.2 the PDBE goal is 0 percent.**

**3.28 CONTRACTOR DEBT**

**3.28.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.**

**ARTICLE 8 – TIME**

**8.1 PROGRESS AND COMPLETION:**

***Remove 8.1.6 and replace with the following Paragraph 8.1.6***

**8.1.6 *Except in connection with safety or protection of persons or the Work or property at the site or adjacent to the site, and except as***

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*otherwise indicated in the Contract, all of the Work at the site will be performed Monday through Friday between the hours of 7:00 p.m. through 5:30 a.m. Contractor may not perform work between 5:30 a.m. and 7:00 p.m., on a Saturday, on a Sunday, or on a Legal Holiday, without giving City Engineer 24-hour prior written notice and receiving written consent of City Engineer.*

*Insert the following Paragraph 8.1.6.1.*

**8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Legal Holidays. The amount Contractor credits the City will be \$120.00 per hour per inspector for inspection services.**

**ARTICLE 9 - PAYMENTS AND COMPLETION**

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 *References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.*

9.12 **LIQUIDATED DAMAGES:** *Insert the following Paragraph 9.12.1.1.*

9.12.1.1 *The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are **\$1,200.00 per day.***

**ARTICLE 11 - INSURANCE AND BONDS**

11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.*

11.2.1.4 *Contractor shall provide Owners and Contractor's Protective Liability Insurance only if the contractor's bid price is equal to or greater than \$100,000.00.*

11.2.8 *Endorsement of Primary Insurance: Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.*