



CITY OF HOUSTON

Administration and Regulatory Affairs Department
Strategic Purchasing Division

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October 8, 2012

SUBJECT: Letter of Clarification No. 2
Runway Rubber Removal Services for the Houston Airport System

REFERENCE: ITB No.: S37-L24230

TO: All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

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

1. **Question:** The web site TABLE 1 did not ~~show~~ **show** HIRE HOUSTON FIRST APPLICATION AND AFFIDAVIT but the bid spec has ~~shown~~ **showed**. Also the web site:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit/.pdf

It doesn't exist or unable to open. Please advise.

Answer: Please use link <http://www.houstontx.gov/obo/hirehoustonfirst.html>

2. **Question(s):** Section 8.0 LIQUIDATED DAMAGES

"each runway end serviced shall be completed within 2 workdays after start of works"

a. **Question:** The cleaning time is 11 p.m. – 6 a.m. each night and per job calls out est. 200,000 sq. ft. Is that for one runway end or multiple; or each runway end is 100,000 sq. ft?

Answer: (IAH) Cleaning time will be 10:30 p.m. – 05:30 a.m. One runway end is approximately 250,000 sq. ft. but quantities are not guaranteed.

(EFD) Removal time will be scheduled at night as stated. But due to operational needs removal could be scheduled during day time hrs at EFD. In the past we were doing approximately 100,000 sq. ft. on each runway end but quantities are not guaranteed.

(HOU) Cleaning time is as stated. This is intended to be on an "as needed" basis with no guarantee as to the sq. ft. per callout or number of callouts

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per year. The 200,000 is only an estimate per runway end. It will be more or less, depending on specific needs at the time of the callout.

b. **Question:** We just need to know about how many square feet in one runway end needs to finish within 2 workdays?

Answer: *See answer to 2a*

c. **Question:** For 200,000 sq. ft. how many days airport expect to finish before liquidated damage?

Answer: *200,000 sq. ft. is an approximate estimate of the runway end and liquidated damages will be applied per call out after 2 days.*

d. **Question:** Also, is there X runway closure marker nightly require on contractor? And what type?

Answer: *Runway X's are required during runway closures at all times day or night.*

The contractor shall provide two Lighted X Runway Closure Markers to be used at each runway end. The use of Lighted X Runway Closure Markers shall be used in accordance with AC 150/5345-55 during temporary runway closures.

3. **Question:** I do not see a frequency of cleanings in the specification. Only that it is 200,000 per call out. Do you have an estimated number of call outs per year?

Answer: *Runway rubber removal is intended to be on an "as needed" basis with no guarantee as to the sq. ft. per callout or number of callouts per year.*

4. **Question:** A contractor at the pre-bid meeting said when using the chemical method, they rinse the rubber and chemical off the edge of the runway. Will this be allowed?

Answer: *No, there shall be a recovery process for all waste both liquid and solid. For example: sweepers may be utilized or recovery system within equipment, etc....*

5. **Question:** Will contractors be allowed to dump their liquids and solids at the airport with approval from the City?

Answer: *No*

6. **Question:** Will contractors be able to dump at the airport at no cost?

Answer: *No*

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7. **Question:** Will contractors be required to use a frack tank for their liquids?

Answer: *No, It is the responsibility of the contractor to properly dispose of the liquids*

8. **Question:** May contractors dump the solids at their location, into a roll-off container?

Answer: *Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.*

9. **Question:** Would contractors be required to have a roll-off container at the airport?

Answer: *Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.*

10. **Question:** In reference to the Performance Work Statement 2.1.4: damage to joints, sealer and kerf sealants. Contractors equipment will damage or remove the joint sealant if what is being removed is old or not in good shape. If damage occurs, will contractor be responsible for replacement of the joint sealants?

Answer: Yes

11. **Question:** Will the contractors be able to inspect areas prior to rubber removal?

Answer: Yes

12. **Question:** We were also told by Jeff Overby that the Kerf sealant would be replaced by airport personnel. Is this true?

Answer: *No, it is the responsibility of the contractor to replace any sealant damaged by the removal process.*

13. **Question:** Will water be provided by the City at no cost to the contractor?

Answer: Yes

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14. **Question:** Is it possible that the airport will do all the waterblasting in-house and not use an outside contractor?

Answer: Yes

15. **Question:** What is the project bid amount, or the budget?

Answer: *The City does not reveal budgets so as not to influence the bids.*

16. **Question:** Is this a one time job or is this a contract for services?

Answer: *Reference Page 2 of 43 of the Invitation to Bid. Contract for runway rubber removal services is for a three-year period with two (2) one-year option periods.*

• **The following revisions are hereby incorporated and made a part of the Invitation to Bid:**

Page 11, Provision 7.0 SPECIAL REQUIREMENTS, Item 7.1 SECURITY AND BADGING shall be revised to read as follows:

7.1 SECURITY AND BADGING

~~7.1.1 Proposer shall provide security and badging fees as part of Basic Services.~~

7.1.1 Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

7.1.2 All on-site personnel of Contractor, including sub-contractor's, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at (IAH)/ (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is \$16.00.

~~7.1.3 Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at~~

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~~(IAH)/ (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is \$16.00. All fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.~~

~~7.1.4 All fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.~~

Page 12, Provision 7.0 SPECIAL REQUIREMENTS, Item 7.4 through 7.6 shall be incorporated into the ITB and shall read as follows:

- 7.4 All debris, trash, etc. resulting from Work on this contract are considered property of the Contractor. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the Work under this contract. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.
- 7.5 Contractor shall comply with all applicable federal, state and local environmental rules, regulations, statutes, or orders, (Environmental Laws). In any conflict between this specification and applicable Environmental Laws, the more stringent shall govern.
- 7.6 Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws. Contractor shall perform its obligations under this specification and related Agreement in strict compliance with Environmental Laws.

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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 respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their bids.

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

Sincerely,

Joyce A. Hays

Senior Procurement Specialist
Strategic Purchasing Division
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cc: File:L24230

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