



CITY OF HOUSTON

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July 23, 2014

Subject: Letter of Clarification No. 4 to Invitation to Bid No. S50-C24977 for Asphaltic Pavement Repair Services Citywide for the Public Works and Engineering 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, the Electronic Bid Form and answer questions posed by perspective bidders :**

- 1.) Remove Page Nos. 3, 4, 16 & 17 of 43 and replace with the revised Page Nos. 3, 4, 16 & 17 of 43 marked, REVISED 7/10/2014.
- 2.) See the revised Electronic Bid Form
- 3.) The following questions and City of Houston responses are hereby incorporated and made a part of the Invitation to Bid:

Question No. 1: The bid form shows the total quantity for the repair of asphaltic pavement to be 750,000 Square feet. On page 16 of 43 of the "Invitation to Bid" this quantity is shown to be 7,500,000. Please clarify?

Answer: See the attached Page No. 16 of 43 marked, REVISED 7/10/2014.

Question No. 2: On page 17 of 43 of the "Invitation to Bid", paragraph 6.5,2 calls for a **"Separate Bid Item" for Traffic Control.** There is no line item in the Bid Form for such item?

Answer: See the attached, revised Page 17 of 43 marked, REVISED 7/10/2014. Also, the electronic bid form has been revised to include a line item for Traffic Control.

Question No. 3: The cost of the repair of asphaltic pavement depends directly to the size of the area to be repaired. The cost difference between a small patch to a relatively large patch is drastic. In the absence of any information about the size of the patches at the bid time, the City may not receive the most economical bid, as the contractors shall protect themselves by assuming that all the patches may be on the small size. We would like to suggest that the line item for the patch to be broken down at least to three (3) line items such as: "repair on small patches of less than five (5) S.F.", "repair on medium size patches between five (5) S.F. to twenty

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(20) S.F.", and "repair on large size patches larger than twenty (20) S.F."

Answer: See the revised Electronic Bid Form.

Question No. 4: The cost of each "Work Order" shall include the cost of MOBILIZATION. This cost is generally fixed regardless of the size of the Work Order. Therefore, in the absence of any information about the size of different work orders, it is not practical to include such cost in the price per square foot of the patch. We would like to suggest that an additional line item to be included in the "Bid Form" for the "Cost of mobilization per each Work Order".

Answer: See the revised Electronic Bid Form.

Question No. 5: During the pre-bid meeting, a City's representative mentioned that "Document 00470, Bidder's MWBE Participation Plan", "Document 00471 Pre Bid Good Faith Effort", and Document "00472 Bidder's MWSBE Goal Deviation Request" shall be submitted with the Bid Package. However, on page 3 of 43 this requirement is not shown on Table 1 – Required Forms to be submitted with the bid package, and is shown on Table 2 which shall be submitted after the bid by the successful bidder. Please verify this matter.

Answer: See the attached revised Page No. 3 of 43 marked, REVISED 7/10/2014.

Question No. 6: Page 4 of 43, Bid Bond, calls for a bid bond in the amount of 10% of the Total Bid Amount (Five-Year Total). Please clarify if the 750,000 S.F. shown on the Bid Form is the total anticipated work for five years or it is for the first year only. If it is only for first year, how much shall be considered for the other four years?

Answer: See the attached revised Page Nos. 4 & 16 of 43 marked, REVISED 7/10/2014.

Question No. 7: The Bid Form has a line item for annual cost of the bond. Cost of the bond directly depends to the anticipated work volume, If the 750,000 S.F. is the total for five years, is it safe to assume 20% of that will be allocated for each year?

Answer: The awarded contractor will be required to provide to the City bonds (performance, payment and maintenance) in the amount equal to the bid amount for contract year one, i.e., the total amount of Bid Item Nos. 1 through 21.

Question No. 8: During the pre-bid meeting, it was discussed that the cost of the repair of the asphalt can be drastically changes as the size, thickness, soil condition, etc. changes from one location to another location. Therefore putting only one line item in the bid form is not the proper way to receive the accurate economic bid proposal. We would like to suggest that the

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City provide multiple line items on the bid form. With this type of schedule, proper pricing can be made for each location.

Answer: See the revised Electronic Bid Form.

Question No. 9: The single pay item for this contract does not provide very much detail regarding the proposed areas of repair. Such as; Can the depth of the proposed repairs be defined?

Answer: 2-4 inches Standard.

Question No. 10: Can the City provide standard detail drawings showing the various types of repairs that are anticipated?

Answer: No.

Question No. 11: Can the City provide separate pay items for each type of anticipated repair by depth?

Answer: The City requires the depth set at 2 to 4 inches recognized as standard and anything above be considered to be large in depth thickness. See Bid Line Item Nos. 11 and 12 in response to this question.

Question No. 12: Since this contract is intended to supplement the City's in house forces to perform asphalt repairs, can better detail be provided on the scope of work? For example – to perform the anticipated 750,000 SF per calendar year, assuming 200 work days per year = 3,750 SF/ Day average production. At 2 inch depth, this equates to 46 tons of asphalt.

Answer: No.

Question No. 13: Can the contractor assume this work can be accomplished with a single crew on a regular basis?

Answer: Multiple crews may be necessary to accomplish the completion of all work orders.

Question No. 14: Based upon the City's history, does the City anticipate requiring multiple (3-5) crews on a daily basis to accomplish the work?

Answer: See the above response to Question No. 13.

Question No. 15: What types of streets and roads does the City plan to utilize this contract, major thoroughfares, arterial, residential or all of the above?

Answer: All the above.

Question No. 16: Should the contractor anticipate being required to perform night work on a regular basis? If so, can an item be added to compensate the contractor for the additional nighttime charges?

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Answer: No.

Question No. 17: Based on the current backlog of repair areas, would the contractor be required to regularly work 6 days + per week to keep up with the anticipated workload?

Answer: At the contractor's discretion.

Question No. 18: Will the contractor be allowed to work on weekends (Saturday and/or Sundays) to make up for weekdays with inclement weather?

Answer: At the contractor's discretion.

Question No. 19: Similar to other contracts, can an item be added for time and materials for unanticipated work that may arise during the term of the contract?

Answer: Yes, this will be handles as an add services request Item.

Question No. 20: For a contract of this nature that involves a very narrow scope of work, the new M/WBE goals (23% MBE and 11% WBE) that are required are extremely burdensome. Can the City revisit the goals outlined in the proposal and make an adjustment to goals that are more reasonable prior to the bid date?

Answer: No. The Bidder/Contractor must submit their good faith efforts as described at the Pre-Bid Conference. If the Bidder/Contractor is unable to meet the MWBE goal, the Bidder/Contractor must complete and submit with its bid MWBE Form Nos. 00471 and 00472 on Page Nos. 10, 11 & 12 of 43 of the Bid Document. If there are factors the Bidder/Contractor wants the City to consider, then the Bidder/Contractor shall be required to spell out its good faith efforts with its submittals. The project has already been advertised and the goal will not be altered at this point.

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.

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Arturo Lopez

Arturo Lopez
Senior Procurement Specialist
832-393-8731

Attachments: Revised Page Nos. 3, 4, 16 & 17 of 43

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Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/> **REVISED 7/10/2014**

**Additional Required Forms to be included with
this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire
M/WBE Document Nos. 00470, 00471 & 00472
10% Bid Bond

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE Subcontractor Letters of Intent
Sample Insurance Over \$50,000 / Insurance Endorsements
Sample OCP Insurance Policy
Bonds for Construction (Performance, Maintenance and Statutory Payment)
Pay or Play Form 2 / Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form 3
2014 Engineering Wage Scale

Note:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B405, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov **no later than 4:00 PM, Monday, June 30, 2014.**
2. Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.
3. All approvals and/or changes must be done in writing.

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PRICING ADJUSTMENTS:

The contract prices shall not be adjusted during the entire term of the contract. Therefore, bidders, when preparing its bid, should take into account inflation and other market factors when pricing each contract year.

PERMITS:

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

CITY BUILDING CODES:

All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. The Contractor will immediately correct any deficiencies discovered during work or after completion. Failure to correct deficiencies will result in the City having corrections made at the Contractor's expense.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the Total Bid Amount. The Bid 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 if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

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.

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the inspector in charge.

PRE-AWARD REQUIREMENT:

If the City accepts the foregoing offer, the selected Bidder promises to deliver to the Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance, as outlined in the Supplementary Conditions and Maintenance, Payment and Performance Bonds on or before the fifth (5th) workday following the day this Bidder receives from the City the unsigned counterparts and shall be executed so as to make it binding upon the Bidder and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

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Example *REVISED 7/10/2014*

Award date: February 15, 2012

Bid Price: \$40.00

PPI for February 2012: 252.1

PPI for February 2013: 257.6

First price adjustment: March 10th 2013

Calculation: $(\text{PPI } 02/13 - \text{PPI } 02/12) / \text{PPI } 02/12 = \text{Percentage of Increase}$

$\text{Old Price} * 1 * \text{Percentage of Increase} = \text{New Price}$

$(257.6 - 252.1) / 252.1 = .0218$

$\$40.00 * 1 * .0218 = \40.87

3.4 Adjustment Request

The supplier will notify the City of Houston in writing *annually* the changes in the PPI. The supplier must either state that there were no changes in the PPI and no price adjustment will be requested/implemented at this time, or the supplier will use the formula referenced in Sub-section 3.3.1 to calculate the new price. The supplier's price adjustment notification, accompanied by the applicable PPI data, must be sent to the following address:

City Purchasing Agent
P.O. Box 1562
Houston, Texas 77251

3.4.1 If the City Purchasing Agent approves the price adjustment request, the supplier will be notified in writing of such approval.

3.4.2 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid law, the City may then purchase the item from the lower price source without any obligation to the Supplier.

4.0 MEASUREMENT AND PAYMENT:

4.1 *The Contractor shall be responsible for the repair of approximately estimated 750,000 square feet per contract year of asphaltic pavement at various locations within the City of Houston.*

4.2 Payment at the unit price shall be full compensation for furnishing all the labor, equipment, tools, and material. In addition, waste materials shall be removed and surrounding area restored.

4.3 *Payment shall be made at the unit price shown in Exhibit "H", entitled Fees and Costs of the contract.*

5.0 TOLERANCES:

5.1 The completed pavement will be checked longitudinally and transversely for smoothness. All humps and/or depressions exceeding the specified dimensions shall be corrected. The Contractor shall be required to correct all defective work and shall be required to remove and replace with new materials at no additional cost to the City.

5.2 The Contractor shall be required to perform asphaltic pavement repair shall be when the ambient temperature is greater than 40 degrees Fahrenheit.

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- 5.3 Traffic shall not be open until the asphalt has obtained a minimum time for curing which ensures proper pavement performance.
- 5.4 Traffic shall not be open until the asphalt has obtained a minimum of 15 minutes for curing.
- 5.5 The contractor shall be required to warrant all work rendered by a minimum of one calendar year from the date the work was first performed on each job.

6.0 WORK SCHEDULE, SAFETY, FACILITY SECURITY AND TRAFFIC CONTROL:

- 6.1 All work shall be performed between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized. (Holidays as prescribed by the City Council not included)
- 6.2 The Contractor shall be responsible for ensuring a safe work environment in accordance with rules and regulations of O.S.H.A., T.C.E.Q. and other governmental agencies for all persons entering the work area, i.e., traffic cones or traffic signs for street construction and others applicable.
- 6.3 If it is necessary, for whatever reason, to stop work and leave an open excavation, adequate safety signs, barricades and/or steel plates shall be placed to establish a secure area at no expense to the City.
- 6.4 All safety equipment used for the Project will be incidental to the unit price of the specified work.
- 6.5 TRAFFIC CONTROL

- 6.5.1 Traffic control for the work contained in this contract shall be the responsibility of the Contractor. All traffic control and protection; including ***but not limited*** to placement, removal, material, labor and devices shall be as needed and provided by the Contractor (i.e. barricades, competent flagman, etc.). Traffic controls will be utilized to provide a safe work place and maintain quality work procedures. All traffic control devices, methods, and layouts must comply with the City of Houston standards.

- 6.5.2 Traffic Control: Traffic control on two-lane type (non-divided) highways. The contractor shall supply and be responsible for all labor including a competent and certified flagger, equipment, signs, sign supports, cones and any other materials necessary. All temporary traffic control devices and flagger control shall conform to the current addition of the Manual of Uniform Traffic Control Devices. (Pages 531 through 546)***

- 6.5.3 Flagmen must be certified by Metropolitan Transit Authority of Harris County, Texas (METRO). Flagmen shall wear safety apparel and be equipped with devices as prescribed in section 6E01 and section 6E02. Flagging procedures shall be in accordance with section 6E04. Flagging stations shall be located such that approaching road users will have sufficient distance to stop at an intended stopping point and as further described in section 6E05. Flagmen shall be dedicated to traffic control duties only. If relief for the flagger is required, another person shall assume the duties and responsibilities until the flagger returns.

- 6.5.4 PERMITS: Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.