



# CITY OF HOUSTON

**Sylvester Turner**

Mayor



HOUSTON AIRPORT SYSTEM

George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

Mario C. Diaz  
Director of Aviation

April 27, 2023

**SUBJECT: Addendum No. 6**

**REFERENCE:** Invitation To Bid (ITB) for the FAA Non-Standard Taxiways at William P. Hobby Airport; Solicitation No. H06-HOUTXY-2023-019; Project No. 770

To: All Prospective Bidders:

This Addendum is issued for the following reasons:

I. **Add** Document 00842 – Letter of Intent

II. **To Respond to Questions.**

1. **Question:** Addendum No. 3 of the above referend project added to the Bid Supplement documents list (Document 00842) this document wasn't included in the original advertisement, nor the addendums and I cannot download from the houstontx.gov website. Please provide this form.

**Response:** Document 00842 – Letter of Intent is provided in the attachments of this addendum.

2. **Question:** Will contractor be required to participate in an Owner Controlled Insurance Program for this project? (Insurance requirements shown on PDF p. 123 and p. 179 of specs)?

**Response:** No.

3. **Question:** Will Builders Risk insurance be required for this project? (p. 180 of specs).

**Response:** Yes.

4. **Question:** I am wondering who will be in charge of procuring the construction materials testing lab. We at Quartet would like to submit a proposal for the testing/geotechnical aspect of this project.

**Response:** Please refer to the Pre-Bid Conference Attendance Sheets in the solicitation files for a list of potential participants.

April 27, 2023  
FAA Non-Standard Taxiways at William P. Hobby Airport  
Solicitation No. H06-HOUTXY-2023-019  
Project No. 770

When issued, Addendum shall automatically become part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Addendum. Addendum will be incorporated into the Agreement as applicable. It is the responsibility of the bidder(s) to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidder(s) shall be deemed to have received all Addendum and to have incorporated them into their bid.

If further clarification is needed regarding this solicitation, please contact Senior Procurement Specialist, David Martinez via email at [david.martinez@houstontx.gov](mailto:david.martinez@houstontx.gov).

DocuSigned by:

*Cathy Vander Plaats*

02232028DE99414...

Cathy Vander Plaats  
Aviation Procurement Officer  
Houston Airport System

CVP/dm

cc: Alfredo Oracion  
Dallas Evans  
Solicitation File

Attachments:

1. Document 00842 – Letter of Intent



**ATTACHMENT “ ”**

**Sample Letter of Intent**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.**

To: City of Houston  
Administering Department

Date: \_\_\_\_\_

Project Name and Number \_\_\_\_\_

\_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/DBE Goal: \_\_\_\_\_

=====

\_\_\_\_\_ agrees to enter into a contractual agreement  
Prime Contractor

with \_\_\_\_\_, who will provide the following goods/  
MWBE Subcontractor

services in connection with the above referenced contract:

\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's  
(M/W/DBE Subcontractor) Office of Business of Opportunity Office to function in the  
aforementioned capacity.

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
M/W/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contactor)

\_\_\_\_\_  
Signed (M/W/DBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment “ ”**

**CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT”** and contain the following terms:

1. \_\_\_\_\_(M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. \_\_\_\_\_(M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “The Act”). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the HR Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with the American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.

- c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
- d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant MWBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City's Office of Business Opportunity Policy and/or Ordinance, contact the Office of Business Opportunity Division at 713.837.9000, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.