



CITY OF HOUSTON

HOUSTON AIRPORT SYSTEM

REQUEST FOR QUALIFICATIONS (RFQ)
SOLICITATION NO.: H27-RBUK9-2021-010

DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA &
HPD BUNKER AND K-9 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT

Date Issued: November 13, 2020

Pre-Submission Conference: December 3, 2020, 10:00 A.M., CST
MS Teams Virtual Meeting:
<https://bit.ly/3kXIKL6>

Questions Deadline: December 10, 2020 @ 12:00 Noon, CST

Solicitation Due Date: January 14, 2021 @ 2:00 P.M., CST

Solicitation Contact Person: Alfredo Oracion
Sr. Procurement Specialist, Supply Chain Management
alfredo.oracion@houstontx.gov
281-230-8009

Project Summary: HAS is soliciting for the procurement of a Design Builder to demolish and relocate existing facilities; design and construct a new HPD office, K-9 Kennels and container dump site at William P. Hobby Airport.

NAICS Code: 541310; 238910; 236220; 238220; 238210

MWBE Goal: Design - M/WBE Goal: 18%
Construction - MBE Goal: 23%; WBE Goal: 13%

DocuSigned by:

Jerry Adams

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Jerry Adams
Chief Procurement Officer

11/5/2020 | 6:36 CST

Date

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1.0 GENERAL INFORMATION

1.1 The City of Houston (City) invites interested firms to submit Statements of Qualifications (SOQ) for Design Build service delivery in accordance with Texas Government Code Chapter 2269, Subchapter G, for the relocation of existing facilities, design and construction of new HPD office, K-9 area, and container dump site at William P. Hobby Airport. The City is seeking a project team approach to design and construction with a focus and commitment to achieve design and construction excellence.

1.2 Basis of Design Package is provided as Attachment B in this solicitation.

2.0 BACKGROUND

2.1 The Houston Airport System (HAS) has identified an existing proposed site to be used as a container dump site and as a training facility for K-9 dogs. This site will be a gated, fenced secured facility for the dump site using chain linking and electronic card readers. For additional security, the HPD office, K-9 area, and bunkers will have additional gates with card readers and chain link fencing surrounding their areas. The chain link and gates for the HPD office, K-9 area, and bunkers will incorporate privacy fence slats for additional security. Both sites will have security cameras at various locations. Currently the site has two existing houses and a wall that will need to be demolished. Existing vegetation and debris from this site will need to be removed and properly disposed.

3.0 OBJECTIVES

3.1 Objectives for Project delivery are as follows:

3.1.1 Quality: Deliver a project that exceeds the minimum performance specification outlined in the Basis of Design.

3.1.2 Cost: Obtain the most cost effective design and construction that will optimize the total cost of ownership for HAS.

3.1.3 Schedule: Achieve the scheduled completion dates for design, construction, and performance testing of the Project. Anticipate night work shifts during construction and other off-hour work schedules.

3.1.4 Public: Provide a safe and effective project that minimizes nuisance impacts to the public.

3.1.5 Traffic: Maintain existing traffic patterns at all times.

3.1.6 Risk: Effectively manage and achieve an optimal balance of risk allocation between HAS and the Design Build Contractor.

3.1.7 Safety: Manage and implement an effective safety program incorporating industry best practices.

3.1.8 Accountability: Provide for a single point of accountability for performance of all services under the Design-Build Agreement.

3.1.9 Collaboration: Provide for coordinated design development, with the Design Build Contractor eliciting HAS input in a manner that preserves Design Build Contractor's

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sole responsibility for the achievement of Project performance objectives while meeting HAS objectives associated with cost, quality, aesthetics, and long-term operability.

4.0 SCHEDULE

4.1 The City may hold interviews to clarify responses for the benefit of the Department's interest. Respondent shall be prepared to accommodate the schedule requirements throughout the procurement process so as not to unreasonably extend the length of the procurement process. Respondent may be required to provide additional information before the City selects a response that best meets the RFQ requirements.

5.0 SOLICITATION SCHEDULE

5.1 The following schedule has been established for this Solicitation process. The City reserves the right to modify the schedule during the Solicitation process. Changes/Updates will be posted on the HAS website (<https://www.fly2houston.com/biz/opportunities/solicitations/>) via Letter(s) of Clarification.

EVENT	DATE
Date RFQ Published	11/13/20
Pre-Submission Conference	12/03/20
Questions from Respondents Due to City	12/10/20
SOQ Submission Due from Respondent	01/14/21
Notification of Shortlisted Firms	01/29/21
Submission of Additional Information	02/18/21
Oral Interview/Presentation	03/16/21
Negotiation (Estimated)	03/25/21
City Council Agenda Date (Estimated)	05/05/21
Contract Start (Estimated)	06/01/21

6.0 PROCUREMENT PROCESS OVERVIEW

6.1 Procurement Approach

6.1.1 This Request for Qualifications (RFQ) represents **Step One** of the procurement process and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the Design Build Contractor.

6.1.2 The City will conduct a Pre-Submission Conference via audio conferencing for this solicitation. Please refer to the procurement schedule for exact details of time and access number for audio conferencing. At the conference, the City will present an overview of the Project scope, including the procurement process, schedule, and

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required forms for the Project. Attendance through audio conferencing is highly recommended.

- 6.1.3 The SOQs will be reviewed and evaluated in accordance with this RFQ to develop a Shortlist (maximum of 5) of Respondents deemed the most qualified to execute the Design-Build Project on behalf of the City. Firms shortlisted will receive an invitation to proceed to Oral Interview/Presentation, **Step Two** of the process.
- 6.1.4 During **Step Two** of the procurement process the City will evaluate the shortlisted firms based on the established criteria (Section 12.4) for Oral Interview/Presentation.

6.2 Contracting Approach

- 6.2.1 The City plans to award the Design-Build Contract to the Respondent with the “Best Value” criteria defined herein utilizing the following Design-Build delivery method:
- 6.2.1.1 The Design-Build firm will perform services for this Project under a Three-Phase delivery method. The three phases consist of:

Phase 1 – New Facility Design & Permitting Services and Telephone Road Site Buildings Demolition: This phase will commence shortly after award of the Contract and upon issuance of a Notice to Proceed (NTP) by the City and in accordance with the accepted PRICE PROPOSAL for Design, Permitting, and Demolition Services. The culmination of this service will include negotiation of a Guaranteed Maximum Price (GMP), design and permitting services for the new facility, and demolition of the existing residences & small warehouse on Telephone Road in accordance with the Scope of Work. Phase 1 includes design and permitting activities for the new facility, demolition of the existing residences and small warehouse on Telephone Road, and some site preparation work.

Phase 2 – New Construction Services: The Phase 2- Construction NTP is constrained by the requirement to establish a Guaranteed Maximum Price (GMP) for the Project at 60% completion of Design. Therefore, Phase 2 will commence only upon issuance of building permits by the City and will be completed in accordance with the Scope of Work. Phase 2 of construction includes the build out of the new facility on Telephone Road, site work, and any other required items for complete buildout and full occupancy.

Phase 3 – Remaining Relocation of Existing Facilities and Site Restoration Construction Services: Phase 3 will commence after receipt of certificate of occupancy for Phase 2. Phase 3 of construction includes relocation of the existing bunkers and trash chute to the new Telephone Road facility, demolition and removal of the existing fencing, bunker material, gravel and asphalt access road, site concrete, trash chute, and restoration and drainage of the area to a green field site similar to the adjacent Southwest Airlines lease property.

PART II – SCOPE OF WORK/GENERAL REQUIREMENTS

7.0 GENERAL REQUIREMENTS

- 7.1 The City of Houston will rely upon the contractor to verify that any prospective participating vendors and subcontractors are appropriately licensed, insured, and has arranged to work with a bonding company as well as financial institution; provide

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quality work; and meet all other requirements specified by the Agreement pursuant to procedures and policies of the City. The City reserves the right to add, delete, or modify any requirements at its discretion.

8.0 QUALIFICATIONS OF RESPONDENTS

8.1 Demonstrated Competence and Qualifications

8.1.1 All Respondents must propose qualified personnel and team members to accomplish the services required by the City as described herein. Design portions of the work must be executed by appropriately licensed Architects and Engineers. Professional service practitioners under this contract shall be licensed to practice in the State of Texas.

8.2 Performance and Payment Bonds

8.2.1 Respondents are on notice that, as provided in Chapter 2269 of the Texas Government Code, the Design Build Contractor will be required to provide performance and payment bonds on forms prescribed by the City no later than the 10th Calendar Day after the date the Design Build Contractor executes the Design-Build Agreement. The penal sums for the performance and payment bonds must be in an amount equal to the estimated Cost of the Work of \$2,574,878.

8.3 Surety Letter of Intent

8.3.1 Respondent shall fill out Surety Letter of Intent form, Exhibit I.

8.4 Financial Capabilities

8.4.1 Respondent is required to submit in a separate, sealed envelope, clearly marked "Financial Statements," one (1) stamped "Original" and one (1) copy of its Financial Statements with its Submittal.

8.4.2 If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

8.4.2.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

8.4.2.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

8.4.2.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

8.4.2.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; OR

8.4.2.5 Other financial information sufficient for the City, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

8.5 Safety Records – EMR and OSHA

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- 8.5.1 Respondent is required to submit in a separate, sealed envelope, clearly marked "Safety Records", one (1) stamped "Original" and one (1) copy of its Safety Records with its Submittal as described below:
- 8.5.2 Respondent if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (EMR) at or below .95 for the previous 12 months (based on the RFQ issuance date). This information must be validated in a letter from the Respondent's insurance carrier. Respondent if a Joint Venture, each member of the Joint Venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.
- 8.5.3 Has the Respondent or any member of the Joint Venture received a citation from OSHA in excess of serious (i.e., willful) within the previous five (5) years? If yes, provide details.
- 8.6 **Joint Ventures (JV) or Partnerships**
- 8.6.1 If the Respondent is a joint venture or partnership, the Respondent must submit with its SOQ a copy of the partnership or joint venture or current teaming agreement. The agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to the City for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work. See required forms described in Section 18.0.
- 8.6.2 Each firm of the joint venture or partnership must respond to all elements of the required forms described in Section 18.0 separately. The firms must each submit a complete set to the City at the time the responses are due.
- 8.6.3 Only one firm of the joint venture or partnership needs to meet or exceed each of the SOQ Experience Requirements in order to be further evaluated as a Respondent.
- 8.7 **Prohibitions**
- 8.7.1 Prime Respondent Prohibitions
- Firms, joint ventures or teams who are performing work or have performed work as a Prime Contractor/Prime Consultant for the City on the planning, environmental, design, engineering, program oversight or program management of this Program (listed in Attachment D) are prohibited from participating on this Project.
- 8.7.2 Prohibition Questions
- Should you have any questions regarding the applicability of these prohibitions to your firm, potential team, potential joint venture, potential subcontractors or potential sub consultants, please direct a very specific question to:
- Attention: Alfredo Oracion, Senior Procurement Specialist
Subject: "PROHIBITION QUESTION – RFQ- Relocation of TSA & HPD Bunker and K-9 Facility
- Email address: alfredo.oracion@houstontx.gov.
- 8.7.3 Any Respondents who submit a SOQ that involves prohibited firms, joint ventures, or teams will be rejected as non-responsive regardless of whether that Respondent sought prohibition clarification or not. Respondent's failure to submit a specific

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prohibition question is not an excuse. City is the sole judge of which firms are prohibited from proposing on this Project.

8.8 Respondent References

8.8.1 The Respondent shall provide client references that include the client names, addresses, telephone numbers, and email addresses as described in Exhibit L. City will contact the referenced clients to verify Respondent provided information and/or to solicit comments.

8.8.2 References must be people that were directly involved in the previous projects listed and who have first-hand knowledge of the performance of the Respondent and its proposed staff/team.

8.8.3 Bad results of the City's survey on reference provided and/or any information stated in the response found and determined by the City to be a misrepresentation of a Respondent's past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future RFQ's from the City.

8.8.4 Submission of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the City, their respective representatives, advisors, and attorneys ("Investigating Parties") during the evaluation process. Each Respondent, by submission of its response, acknowledges and understands that the Investigating Parties will perform investigations into the Respondent's past performance, character, financial capacity, and experience and agrees that submission of a response acts to waive and release any and all of the Respondent's claims against the Investigating Parties in relation to such investigations and, further, that submission of a response acts as an authorization by the Respondent for the Investigating Parties to request and obtain information concerning the respective Respondent and as authorization for any party to whom the Investigating Parties directs an inquiry, to release the information so requested.

8.9 MWBE Compliance – Pass/Fail

8.9.1 Provide the necessary requirements described in Section 15.4 of this solicitation and the goal set forth in Section 15.5.

8.9.2 The Respondent may be considered non-responsive if they fail to meet the MWBE requirements.

9.0 OTHER INFORMATION

9.1 Validity Period

9.1.1 All submissions under this RFQ must be valid for a period of one-hundred and eighty (180) consecutive calendar days from the date of receipt by the City.

9.2 Only One Submission Accepted

9.2.1 City will accept only one submission for this solicitation from any one Respondent. This includes submissions received under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Respondents shall be grounds for exclusion of any Respondent who is a participant in any such collusion.

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Optional offers submitted in addition to conforming submissions will not be reviewed. A firm may not participate in more than one joint venture or participate as a prime contractor on more than one team who is submitting a response to this RFQ.

9.3 Authorized Signatures

9.3.1 When signing the Response, each party signing must:

9.3.1.1 State that the facts represented in the submission are true and correct; and

9.3.1.2 The Signer has authority to sign on behalf of the contracting entity.

9.4 Information Requested and Not Furnished

9.4.1 The information requested and the manner of submission is essential to permit prompt evaluation of all Responses. Accordingly, City reserves the right to declare as non-responsive and reject any Responses in which information is requested and is not furnished (within the City's time limits) or when a direct or complete answer is not provided.

9.5 Designation of Independent Engineer

9.5.1 Pursuant to Chapter 2269 of the Texas Government Code, an independent Engineer is hereby designated to act for the duration of the Project. The designated City Engineer for this Project is: Devon Tiner, P.E.

9.6 Stipend For Unsuccessful Respondents

9.6.1 The Stipend is zero dollars.

9.7 Response Errors

9.7.1 Omissions and Errors

Respondent is liable for all errors or omissions incurred by Respondent in preparing the response. Respondent will not be allowed to alter response documents after the due date for submission unless a request is made in writing which thoroughly describes the circumstances, and which is approved by the City in writing. Nothing herein shall be construed to entitle Respondent to alter response documents except as required by law.

9.7.2 Corrections after Submission

City reserves the right to make corrections or amendments due to errors identified in the Response by the City or the Respondent. This type of correction or amendment will only be allowed for errors as typing and transposition. All changes must be coordinated in writing with and authorized by the City.

9.7.3 Incorrect Response Information

If the City determines that a Respondent has provided incorrect information for consideration in the evaluation process, which the Respondent knew or should have known was materially incorrect, that Response may be deemed nonresponsive and the Response may be rejected or may be accepted in City's sole discretion.

9.7.4 Prohibition of Alternate Terms and Conditions

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Respondent shall not submit its own Contract terms and conditions in response to this RFQ. If a response contains supplemental terms and conditions, the City, at its sole discretion, may determine the response to be a non-responsive counter offer, and the response may be rejected.

9.7.5 Waiver of Minor Administrative Irregularities

City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Response submitted for this solicitation.

9.7.6 Withdrawal of Responses

Respondent may withdraw its submitted response at any time prior to the specified response due date and time. Withdrawals of the response must be by written request. After withdrawing a previously submitted response, the Respondent may submit another response at any time up to the specified response due date and time.

PART III – EVALUATION, SCORING AND SELECTION PROCESS

10.0 RFQ SCORING PROCESS

10.1 Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of proposals or submissions.

10.2 The team leader shall review all submittals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals are not responsive or responsible, he or she shall consult with the Procurement Officer. Any nonresponsive or non-responsible submittals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the submittals to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member shall independently review the submission and score each criteria (sub-criterion) against the total number of points allocated for that criteria. Only evaluation committee members shall have voting rights; observers shall not vote.

10.3 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each submittal. **Each submittal will be evaluated on its own merits, not compared to others.** Committee members may revise their scores—up or down—based on observations made by other members or observers.

10.4 If oral interviews are held, the expectation is that the firms will explain to the evaluation committee why their team is the best qualified for the Project. In preparation for the interview session, the short-listed firms will be provided, in advance, with a list of questions that will be asked of all short-listed firms. In addition to the standard questions, individual committee members may ask questions specific to a particular submission. If oral interviews are held, the committee members shall convene and discuss their impressions immediately following each interview, if possible. If the discussion must occur later, it should occur as soon as practicable thereafter. The discussion shall focus on strengths, weakness, and any new observations the committee may have on the particular vendor as applied to the criteria set forth in the solicitation. After discussion, the committee members shall

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update their scores for each criterion and record their updated scores on the scoring matrix (even if any member does not change the score on any criteria, he or she shall enter the final score on the matrix) based on the firms explanation regarding its qualification for the Project and responses to interview questions (both standard questions and questions specific to the submission/proposal, if any). The team leader shall collect the scoring matrices.

10.5 After all scores have been updated, the submittals shall be ranked in order of the scores from greatest to least. Further clarifications may be requested from one or more of the top firms, if the committee so decides.

10.6 The team leader shall document the rationale for the committee's recommendation. The summary of the process shall be circulated to all committee members for their input and ultimate approval.

10.7 No later than the 7th day after the date of the contract is awarded, the City shall make the rankings public.

11.0 STEP ONE: REQUEST FOR QUALIFICATIONS

11.1 Overview

Step one of the Response shall consist of the SOQ with the required forms described below.

11.2 City Required Forms

11.2.1 The Respondent shall complete all the City required forms enclosed herein as Section 18.0 - and shall initial any and all alterations or erasures in its submissions. The Respondent shall not delete, modify, or supplement the printed matter on the City required forms, or make substitutions thereon.

11.3 City Required Forms Format

11.3.1 Contents of Envelope #1 will include one (1) original and one (1) copy of the City required forms described in Section 18.0, as well as an electronic PDF copy on a non-returnable USB drive affixed to the original.

11.3.2 The hard copies shall be bound using 8½" by 11" pages with no staples.

11.3.3 The Respondent shall ensure that each page of its response is identified with the Project name and Respondent's name and page number.

11.4 City Required Forms Review

11.4.1 The City required forms will be reviewed for compliance. The Respondent's failure to comply with the instructions or to submit a complete Response may result in the response being deemed non-responsive.

11.5 Statement Of Qualifications Format And Content

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- 11.5.1 Contents of Envelope #2 will include one (1) original of Statement of Qualifications (SOQ) signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on ten (10) non-returnable USB drives affixed for the original. Original to be marked as “**Original**” and copies to be marked as “**copy 1 of X**” etc.
- 11.5.2 Each copy of the SOQ shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8½” by 11”) or folded to that dimension, twice letter size (11”x17”). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binders, dividers, etc. are not required. Document text should be in ARIAL 10 or New Times Roman 12 point font, but must be consistent throughout the document. Each RFQ response shall be organized in the following order:

Step 1: RFQ Content
Cover Letter / Transmittal Letter / Introduction / Similar Project Experience / and Executive Summary
Similar Project Experience
Project Approach
Firm(s) Qualifications
Project Team Qualifications
Design Services of HPD office, K-9, and Container Dump Site
Management and Staffing Plan
Project Controls
Financial Capabilities
Safety Record (Experience Modification Ratio)
OSHA Citations
MWBE Plan (Design)

- 11.5.3 The Respondent shall ensure that each page of its response is identified with the Project name and Respondent’s name and page number.
- 11.5.4 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section.
- 11.5.4.1 SOQ responses which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.
- 11.5.4.2 All forms provided in this RFQ shall use the exact format provided.
- 11.5.4.3 All responses must be submitted in accordance with this RFQ. Responses shall be in writing and Respondents shall complete and return all applicable documents. If the response does not conform to the City’s requirements, the response may be deemed non-responsive and therefore, not be considered for further evaluation. The contents of the response shall be complete in description and concise in volume. Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted unless it specifically addresses the requirements for approach and/or information.

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11.5.5 Statement of Qualifications shall be delivered to the address below not later than 2:00 P.M., CST, Thursday, January 14, 2021 to:

Supply Chain Management
18600 Lee Road
Humble, Texas 77338
Attention: Cathy Vander Plaats, Procurement Officer

11.5.6 City reserves the right to extend the due date for this Request for Qualification as deemed necessary and in its best interests. Any postponement of the due date will be issued as a Letter of Clarification (LOC) to this RFQ. The submission of a SOQ does not in any way commit the City to enter into an agreement with that Respondent or any other Respondent.

11.5.7 City reserves the right to cancel this RFQ, accept or reject, in whole or in part any all or SOQs received in the best interest of the City.

11.6 Step One - Statement Of Qualifications Evaluation

11.6.1 Selection Process:

11.6.1.1 Based on the number and quality of submittals to this RFQ, the evaluation committee may form a short list of firms, up to five firms, whose submittals provide the most desirable methods for providing the services. In developing the short-list, the committee will consider, among other things, the criteria described in Section 11.7. Respondents will be evaluated with the scoring criteria established below:

Step 1: RFQ Content	Weights
Similar Project Experience	15 points
Project Approach	15 points
Firm(s) Qualifications	15 points
Project Team Qualifications	20 points
Design Services of HPD office, K-9, and Container Dump Site	10 points
Management and Staffing Plan	15 points
Project Controls	10 points
TOTAL SCORE	100 Points
Financial Capabilities	Pass/Fail
Safety Record (Experience Modification Ratio)	Pass/Fail
OSHA Citations	Pass/Fail
MWBE Compliance (Design Services)	Pass/Fail

11.6.1.2 The shortlisted firms will be notified in writing that they made it to the 2nd step of the selection process where they will be asked for additional information and invited for an interview and oral presentation.

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11.7 Statement of Qualifications Response Scoring Criteria

11.7.1 Similar Project Experience – 15 Points

11.7.1.1 Must have experience as Prime or JV Partner providing similar type light industrial project under a Design-Build Contract, or other delivery method, that is in progress or completed in the last 5 years. Provide references from the owner. Provide no more than five (5) example projects.

11.7.1.2 For the representative project, provide the following information:

- a) Project Name.
- b) General description of the project and the delivery method.
- c) Firm's primary role in the project.
- d) Construction start and completion dates. (As originally scheduled and as-built).
- e) Location.
- f) Square footage size.
- g) Construction method/type.
- h) Contract value or value of work performed.
- i) Provide at least one exterior and one interior photo as part of the write up of the project.
- j) Provide an owner letter of reference for the project with contact information for reference.

11.7.2 Project Approach – 15 Points

11.7.2.1 Outline your management tools, strategies, and methodologies that will enable delivery of the Project.

11.7.2.2 Provide your methodology for the procurement of any long-lead items.

11.7.2.3 Describe your team relationships or JV for the design and construction elements.

11.7.2.4 Describe your experience in providing sustainable and energy efficient solutions to projects.

11.7.2.5 Describe your approach to project communication.

11.7.2.6 Describe your approach to implement a Health and Safety and Environment (HSE) or similar, culture among the workforce. As an attachment, provide a copy of the table of contents only from the prime firms HSE, plan or policy, or similar, manual.

11.7.2.7 Describe Respondent's quality assurance program. Explain methods used to ensure quality control during the design and construction phases of the Project. As an attachment, provide a copy of the table of contents only from the prime firms QA/QC plan or policy, or similar, manual.

11.7.2.8 Describe how Respondent's quality control team will measure the quality of construction performed by subcontractors and how non-conforming work will be addressed during construction.

11.7.2.9 Describe your approach to conflict and dispute resolution and the management of contractual conflicts.

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11.7.3 Firm (s) Qualifications – 15 Points

- 11.7.3.1 Explain your organization structure and why it has the necessary expertise and resources to execute a project of this scope:
- a) Detail years in business, past awards, and other pertinent information about your firm, JV, or significant key sub consultants/contractors.
 - b) If a JV, further explain why your firms decided to partner and the value the partnership will bring to the City.
- 11.7.3.2 For any Key JV partner or significant sub-contractor, provide your previous relationship history of working together.
- 11.7.3.3 What is the strength each sub consultant and contractor brings to this relationship?

11.7.4 Project Team Qualifications – 20 Points

Each Respondent shall submit:

- 11.7.4.1 The Key Personnel on the proposed team who will work on this Project. Key Personnel shall include at the minimum: Project Lead, Project Design Lead, Project Controls Lead, Superintendent, and Safety Lead.
- 11.7.4.2 A description for each Key Personnel position during Design and Construction Phases of the Project.
- 11.7.4.3 Provide a written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior written approval.
- 11.7.4.4 Provide a brief resume or curriculum vitae for each Key Personnel demonstrating their qualifications and experience. Resumes shall include the following:
- 1. Name, Role
 - 2. Firm
 - 3. No. of years with current firm
 - 4. Total years' experience
 - 5. Education, professional licensing
 - 6. Experience in their respective areas of expertise
 - 7. Relevant work experience for previous ten (10) years.

11.7.5 Design of HPD office, K-9, and Container Dump Site – 10 Points

- 11.7.5.1 Describe Respondent's concepts for working in a team relationship as a Design Build Contractor and how this works for the benefit of the Project.
- 11.7.5.2 Describe how the Respondent's involvement in design phase will complete the design to 100% with regard to safety, cost, schedule, quality, and constructability.
- 11.7.5.3 Provide a high-level schedule for this Project.
- 11.7.5.4 Describe Respondent's perception of critical design and construction issues for this Project and strategy for mitigating risks.
- 11.7.5.5 Describe Respondent's ability and plan to self-perform work on this Project.
- 11.7.5.6 Describe the Respondent's commissioning experience. Include your approach to system testing, activation/training, and commissioning.

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- 11.7.5.7 Describe your approach to Project Closeout. Include process for completing the record drawings and specifications, operations and maintenance documents, and the turnover of all documentation in a Design-Build Project environment.
- 11.7.6 **Management and Staffing Plan – 15 Points**
- 11.7.6.1 Describe the organization of the Respondent’s team – provide an organization chart for Pre-Construction Services and Construction Services.
- 11.7.6.2 Provide a management and staffing plan in a table format that lists all Project tasks and proposed team member names to each project task and their level of responsibility for each task during each Project phase.
- 11.7.6.3 Describe your plan for transitioning between Phase 1, Phase 2, and Phase 3 services in terms of management continuity and roles and responsibilities of Key Personnel.
- 11.7.7 **Project Controls – 10 Points**
- 11.7.7.1 Describe Respondent’s computer applications and software, to be used for project management on this Project.
- 11.7.7.2 Describe how Respondent will develop, maintain, and update the Project schedule during each Phase.
- 11.7.7.3 Describe Respondent’s approach to assuring timely completion of this Project, including methods for performance measurement and float creation and schedule recovery, if necessary.
- 11.7.7.4 Describe detailed construction cost estimating methods to reaching the 60% GMP.
- 11.7.7.5 Describe how innovative work practices, innovative use of technologies, and innovative techniques or cost reduction strategies could benefit the City.
- 11.7.7.6 Describe cost tracking and control methods during construction. Describe how your Project Controls Systems will be able to supply information to the City in the WBS identified by the City.
- 11.7.7.7 City intends to accept a Guaranteed Maximum Price (GMP) based on 60% completion of the Design. Describe Respondent’s process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all City requirements with reasonable contingencies.
- 11.7.8 **Financial Capabilities**
- 11.7.8.1 Shall conform to the requirements described in Section 8.4.
- 11.7.9 **Safety Record and OSHA Citations**
- 11.7.9.1 Shall conform to the requirements described in Section 8.5.
- 11.7.10 **MWBE Compliance**
- 11.7.10.1 Shall meet the requirements described in Section 8.9.
- 11.8 **Request for Qualifications Delivery Instructions**

The response packages shall be submitted in two (2) separate envelopes/boxes **clearly** identified and addressed as follows:

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ENVELOPE #1 - CITY REQUIRED FORMS

RESPONDENT NAME

CONTACT NAME _____

CONTACT EMAIL _____

CONTACT PHONE NUMBER _____

RFQ CITY REQUIRED FORMS

Label in Upper Left-Hand Corner

SUPPLY CHAIN MANAGEMENT DIVISION
RFQ- CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY
SOLICITATION NO. H27-RBUK9-2020-009

Attention: Cathy Vander Plaats
Procurement Officer
18600 Lee Road
Humble, Texas 77338

Label in Center

ENVELOPE #2 – STATEMENT OF QUALIFICATIONS

RESPONDENT NAME

CONTACT NAME _____

CONTACT EMAIL _____

CONTACT PHONE NUMBER _____

RFQ STATEMENT OF QUALIFICATIONS

Label in Upper Left-Hand Corner

SUPPLY CHAIN MANAGEMENT DIVISION
RFQ- CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY
SOLICITATION NO. H27-RBUK9-2020-009

Attention: Cathy Vander Plaats
Procurement Officer
18600 Lee Road
Humble, Texas 77338

Label in Center

12.0 ADDITIONAL TECHNICAL INFORMATION, INTERVIEW AND ORAL PRESENTATION - STEP TWO

STEP TWO: ADDITIONAL TECHNICAL INFORMATION, INTERVIEW AND ORAL PRESENTATION WILL ONLY BE REQUIRED OF SHORTLISTED RESPONDENTS AS REQUESTED BY THE CITY

12.1 Overview

Respondent will receive notification from the City that they have been shortlisted and invited to an interview/oral presentation and to submit additional technical information. The interview/oral presentation and additional technical information will be evaluated based on the evaluation criteria described in Section 12.4. Shortlisted firms will also receive Document 00700 – General Conditions, Appendices, and 30% Design-Build Documents.

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12.2 Additional Technical Information

12.2.1 Prior to the Interview and Oral Presentation, the Respondent shall submit the ADDITIONAL TECHNICAL INFORMATION using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for the City. The ADDITIONAL TECHNICAL INFORMATION must address the following:

- Addendum (Letter of Clarification) Acknowledgement Letter
- Project Approach
- Anticipated Problems
- Proposed Solutions to Anticipated Problems
- Ability to Meet Schedules
- Conceptual Engineering Design/ Comments on Basis of Design
- Costing Methodology
- MWBE Compliance (Construction)
- Exceptions to Standard Contract

12.2.2 All Responses must be submitted prior to Oral Presentation and Interview. Responses shall be in writing and Respondents shall complete and return all applicable documents. If the response does not conform to City's requirements, the response may be deemed non-responsive and therefore, not be considered for further evaluation. The contents of the response shall be complete in description and concise in volume. The response shall be in the format of a written report. Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted unless it specifically addresses the requirements for approach and/or information.

12.2.3 Division 01 Documents will be provided to shortlisted firms.

12.3 Additional Technical Information Format

12.3.1 Contents will include one (1) original of the ADDENDUM ACKNOWLEDGEMENT LETTER and ADDITIONAL TECHNICAL INFORMATION listed in Section 12.2.1, signed in blue ink and ten (10) hard copies, as well as an electronic PDF version of the same on a non-returnable USB drive affixed for the original. Original to be marked as "Original" and copies to be marked as "**copy 1 of X**" etc.

12.3.2 All copies of ADDITIONAL INFORMATION shall be bound using 8½" by 11" (single-sided) pages with no staples, divided by tabs for the following sections.

Step 2: Additional Technical Information Content
Project Approach
Anticipated Problems
Proposed Solutions to Anticipated Problems
Ability to Meet Schedules
Conceptual Engineering Design/ Comments on Design Criteria Package

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Costing Methodology
MWBE Compliance
Exceptions to Standard Contract

- 12.3.3 The Respondent shall ensure that each page of its response is identified with the Project Name, Respondent's name, and page number.
- 12.3.4 Responses shall be prepared on 8 ½" x 11" paper, bound on the long side. 11" x 17" fold-out sheets may be included and counted as one page but are limited to graphic or photo images and shall not be used for excessive text to circumvent the page limitations.
- 12.3.5 Responses shall use 11-point font in Arial but none smaller, excluding captions for graphics.
- 12.3.6 Responses shall include tabbed section indicators and tab pages shall not include any content, graphic or text other than header of the section and will not be counted in the page count.
- 12.3.7 All text shall be clear of binding edge margin.
- 12.3.8 The Respondent's ADDITIONAL TECHNICAL INFORMATION shall not exceed 5 pages single sided. This page limit does not include:
- 12.3.8.1 Covers, Tabs, Letters, Addendum Acknowledgment or disclosure of legal and administrative proceedings and financial condition, and City of Houston required forms.
- 12.3.8.2 ADDITIONAL TECHNICAL INFORMATION which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.
- 12.3.8.3 All forms provided shall use the exact format provided.
- 12.4 **Interview/Oral Presentation and Additional Technical Information Evaluation Criteria**

The short-listed firms will be evaluated on the following scoring criteria for the Additional Technical Information and Oral interview/Presentation. The Respondent shall submit the ADDITIONAL TECHNICAL INFORMATION using the format described herein. Respondent shall present any attributes that the Respondent believes are unique to its team, making them especially qualified to perform the services for the City. Step 2 Evaluation Criteria is listed below.

Step 2: Evaluation Criteria	Weights
Project Approach	30
Anticipated Problems	10
Proposed Solutions to Anticipated Problems	25
Ability to Meet Schedules	25
Conceptual Engineering Design/ Comments on Basis of Design	10
Cost Methodology	20

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TOTAL SCORE	120 Points
MWBE COMPLIANCE (CONSTRUCTION)	PASS/FAIL

12.4.1 Project Approach – 30 Points

12.4.1.1 Describe Respondent's strategy to manage the Phase 1 as defined in the Scope of Services

12.4.1.2 Describe how Respondent will execute its work plan based on the Phases 2 and 3 - Construction Milestones defined in the Scope Services.

12.4.2 Anticipated Problems - 10 Points

12.4.2.1 Based upon the Basis of Design, list the anticipated problems and issues the Respondent foresees in Phase 1, Phase 2, and Phase 3.

12.4.3 Proposed Solutions – 25 Points

12.4.3.1 Provide proposed solutions to the problems identified in 12.4.2.1.

12.4.4 Ability to meet Schedules – 25 Points

12.4.4.1 Describe Respondent's approach in managing its Designer and sub-consultants to ensure Phase 1, Phase 2, and Phase 3 milestones are met.

12.4.4.2 Describe Respondent's means and methods that will be utilized to meet the completion of Phase 1 defined in the Scope of Services.

12.4.4.3 Describe Respondent's means and methods that will be utilized to meet the completion of Phase 2 Milestone as defined in the Scope of Services.

12.4.4.4 Describe Respondent's means and methods that will be utilized to meet the completion of Phase 3 Milestone as defined in the Scope of Services.

12.4.5 Conceptual Engineering Design – 10 Points

12.4.5.1 Given that the Respondent is receiving a Design Criteria Package, explain your process in completing the design. Describe any gaps or other issues that can prevent the Project from its intended functionality and use.

12.4.6 Cost Methodology – 20 Points

12.4.6.1 Respondents shall provide cost methodology that includes, the Design-Build team's policy on retainage, policy on contingencies, discount for prompt payment, range of costs based on working conditions, and expected staffing for administrative duties.

12.4.6.2 Pricing data and Firm Fixed Price (Lump Sum) will be requested during the negotiation with the highest ranked firm.

12.4.7 MWBE Compliance (Construction) – Pass/Fail

12.4.7.1 Provide the necessary requirements described in Section 15.4 of this solicitation and the goal set forth in Section 15.5.

12.4.7.2 The Respondent may be considered non-responsive if they fail to meet the MWBE requirements.

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- 12.4.8 Respondents will be notified in writing of the date/time and location of their presentation if they have been chosen for further consideration.
- 12.4.9 After the oral presentations/interviews (if required) are completed, final scores will be established by the evaluation committee.
- 12.4.10 The City will begin contract negotiations with the highest ranked Respondent(s) based upon the sample contract form attached to this RFQ. If negotiations result in agreement, the proposed contract will be submitted to the City Council for approval.
- 12.4.11 The City reserves the right to request clarifying information from and ask additional questions of any individual respondent at any time during the evaluation process. The City also reserves the right to contact any references provided by the Respondent within its Response.

12.5 **Additional Technical Information Delivery Instructions**

The response packages shall be submitted in envelope/box **clearly** identified and addressed as follows:

<p>RESPONDENT NAME _____</p> <p>CONTACT NAME _____</p> <p>CONTACT EMAIL _____</p> <p>CONTACT PHONE NUMBER _____</p> <p>RFP TECHNICAL PROPOSAL</p>
--

Label in Upper Left-Hand Corner

<p>SUPPLY CHAIN MANAGEMENT DIVISION RFQ- CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY SOLICITATION NO. H27-RBUK9-2020- 009</p> <p>Attention: Cathy Vander Plaats Procurement Officer 18600 Lee Road Humble, Texas 77338</p>

Label in Center

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PART IV – SUBMISSION OF RESPONSES

13.0 INSTRUCTION FOR SUBMISSIONS

- 13.1 **Time for Submission.** Submissions shall be submitted no later than the date and time indicated for submission in this RFQ. Late submittals will not be considered and will be returned unopened.
- 13.2 **Format.** Submission should be left-bound. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.
- 13.3 **Complete Submission.** Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submissions may lead to a submission being deemed non responsive. Non-responsive submissions will not be considered.
- 13.4 **Timely Delivery of Submissions.** The submittal must be delivered by hand or sent to the City of Houston, Supply Chain Management Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to the Supply Chain Management Division and on any correspondence related to the submittal. If using an express delivery service, the package must be delivered to the designated building.
- 13.5 **Late Submissions.** The respondent remains responsible for ensuring that its submission is received at the time, date, place, and office specified. The City assumes no responsibility for any submission not so received, regardless of whether the delay is caused by the U.S. Postal service, the courier delivery service, or some other act or circumstance.

PART V – GENERAL TERMS AND SPECIAL CONDITIONS

14.0 GENERAL TERMS

14.1 Contractor Performance Language

- 14.1.1 Design Build Contractor should make citizen satisfaction a priority in providing services under this contract. Design Build Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Design Build Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Design Build Contractor is not interacting in a positive and polite manner with citizens, the Design Build Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

14.2 INTERPRETING SPECIFICATIONS

- 14.2.1 The specifications and product references contained herein are intended to be descriptive rather than restrictive. City is soliciting Statements of Qualifications to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFQ for guidance, but they are not intended to preclude Respondent(s) from

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recommending alternative solutions offering comparable or better performance or value to the City.

- 14.2.2 Changes in the specifications, terms and conditions of this RFQ will be made in writing by the City prior to the SOQ due date. Results of informal meetings or discussions between a potential Respondent(s) and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFQ.

15.0 SPECIAL CONDITIONS

15.1 Additional Instructions, Notifications and Information

- 15.1.1 Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would in effect, render the entire document suspect and therefore useless.

- 15.1.2 Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, shall be grounds for exclusion from the selection process.

- 15.1.3 **CONTRACT NEGOTIATIONS** - This solicitation is not to be construed as a contract or as a commitment of any kind. If this solicitation results in a contract offer by the City; a specific scope of work, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may include a "key persons" clause during contract negotiations.

- 15.1.4 **CONFIDENTIAL INFORMATION** - All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their RFQ are subject to the provisions of the Texas Open Records Act and may be made public. **CONFIDENTIAL** or **SENSITIVE** information should not be included in the responses to the solicitation.

- 15.1.5 In the event that a mutually agreeable contract cannot be negotiated between the consultant and the City, then the City reserves the right to select an alternate Design Build Contractor.

- 15.1.6 The City reserves the sole right to:
- 1) Evaluate submittals
 - 2) Waive any irregularities therein
 - 3) Request supplemental or additional information as necessary
 - 4) Contact others to verify information provided in the submittal
 - 5) Cancel the solicitation and/or reject any and all submittals, should it be deemed at the best interest of the City of Houston

- 15.1.7 No debriefings by the City staff to unsuccessful Respondents will occur until after the award of a contract by the Houston City Council to the recommended team(s).

- 15.1.8 The Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order 1-31, Revised 3/1/95) requires that all contractors who are awarded City

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contracts for labor or services comply with the compliance with the Executive Order (EO) and will have to file the following documents with the Aviation Department's Contract Compliance Officer for Drug Testing (CCODT) prior to award.

- a. A copy of the Respondent's drug-free workplace policy
- b. A Drug Policy Compliance Agreement substantially in the format described in the EO, together with a designation of safety impact positions.
- c. If applicable, a Certification of No Safety Impact Positions substantially in the format described in the EO.

15.2 No Contact Period

15.2.1 Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation ("City Representative"). Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from Respondent's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

15.2.2 Guidance - Interested parties should always contact the designated City Representative regarding the substance of this procurement. It is permissible to also contact the following, based on the specific circumstances:

15.2.2.1 Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the City Representative for this procurement.

15.2.2.2 Questions regarding the process in general or that the City Representative may not be able to answer may be submitted to the Chief Procurement Officer.

15.2.2.3 Communications with the city legal department regarding contract terms after notification of intent to award are permissible.

15.3 Security and Badges (As Applicable to this Project)

15.3.1 The Respondent shall comply with all applicable Federal rules governing security at the Airport.

15.3.2 All on-site personnel of Respondent, including subcontractors, 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.

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- 15.3.3 The Respondent shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' 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 at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Respondent is responsible for the cost of badges, including replacements thereof. The Respondent personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is currently \$16.00.
- 15.3.4 The Respondent acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to HAS.
- 15.4 **Minority and Women Business Enterprises (MWBE)**
- 15.4.1 Contractors shall comply with the City's Minority, Women and Small Business Enterprise (MWSBE) programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractors shall make Good Faith Efforts to awards subcontracts or supply agreements in at least the values stated below to MWSBE's. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and will comply with them.
- 15.5 **MWBE and Local Business Participation Plan**
- 15.5.1 If the total Construction Cost Estimate for the Project is greater than One Million Dollars or if the contract has a Professional Services component the contractor shall make Good Faith Efforts to comply with the City Ordinances and the Requirements for the City of Houston Program for Minority, Women, and Small Business Enterprises. The contract goals are as follows:
- 15.5.1.1 The MWBE Goal for Design: 18%
- 15.5.1.2 The MWBE Goal Construction: 36% (MBE goal is 23%: WBE goal is 13%)
- 15.5.1.3 The Respondent may substitute SBE participation of no more than 4% of the MBE and/or WBE goal of the construction portion of the contract.
- 15.5.2 The MWBE Participation Plan is based on the total design and professional services portion of this contract and it is due along with the submission of the Statement of Qualifications.
- 15.5.3 MWBE and the MBE and WBE Participation Plans are due along with the Additional Information for Step 2 from all short-listed firms.
- 15.5.4 Failure by Contractor to comply with the Good Faith Efforts policy will be considered non-compliance with the MWSBE program. Failure to be compliant will result in any and all actions permitted by City Ordinance or the Office of Business Opportunity's Policies and Procedures Manual.
- 15.5.5 "Good Faith Efforts Policy" is defined in the Office of Business Opportunity's Policy and Procedures Manual, which is available at: <http://www.houstontx.gov/obo/index.html>.

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15.6 Protest

15.6.1.1 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances as set forth in City of Houston Administrative Policy 5-12. <http://www.houstontx.gov/policies>.

15.7 Certificate of Interested Parties

15.7.1 In accordance with Texas Gov't Code §2252.908, the successful Respondent must complete Form 1295, Certificate of Interested Parties.

15.7.2 The successful Respondent must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

15.7.3 No later than 30 days after the contract's effective date, the city will upload the successful respondent's completed Form 1295. The Texas ethics Commission will post the contractor's completed form 1295 within seven business days of receipt. For your reference, Form 1295 is attached as part of this document.

15.8 Anti-Boycott of Israel

15.8.1 Vendor certifies that vendor is not currently engaged in and agrees or the duration of the contract not to engage in, the boycott of Israel as defined by section 808.001 of the Texas government code.

15.9 Executive Order 1-56 Zero Tolerance For Human Trafficking In City Service Contracts And Purchasing

15.9.1 The City has a zero tolerance for human trafficking, and per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

15.10 SB 943 - PUBLIC INFORMATION AND DISCLOSURE OF CERTAIN CONTRACTING INFORMATION

15.10.1 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Ref.: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm#552>

PART VI – INSTRUCTIONS TO RESPONDENTS

16.0 PRE-SUBMISSION CONFERENCE

16.1 A Pre-Submission Conference will be held at the date, time, and location as indicated on the first page of the RFQ document. Interested respondent(s) should plan to attend. It will be assumed that potential respondent(s) attending this meeting

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have reviewed the RFQ in detail and are prepared to bring up any substantive questions not already addressed by the City.

16.2 Additional Information and Specification Changes

16.2.1 Requests for additional information and questions should be addressed to the Houston Airport System, Supply Chain Management Buyer Alfredo Oracion, 281-230-8009, fax 281-233-1685, or email (preferred method to alfredo.oracion@houstontx.gov) no later than 12:00 NOON., CST November 12, 2020. The City of Houston shall provide written responses to all questions received in writing before the submittal deadline. Questions received from all Respondent(s) shall be answered and sent to all Respondent(s) who are listed as having obtained the RFQ. Respondent(s) shall be notified in writing of any changes in the specifications contained in this RFQ.

16.3 Letter(S) of Clarification

16.3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFQ should be used in preparing Submission responses.

16.3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

16.4 Examination of Documents and Requirements

16.4.1 Each Respondent shall carefully examine all RFQ documents and thoroughly familiarize themselves with all requirements prior to submitting a Submission to ensure that the Submission meets the intent of this RFQ.

16.4.2 Before submitting a Submission, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFQ.

16.5 Exceptions to Terms and Conditions

16.5.1 All exceptions included with the Submission shall be submitted in a clearly identified separate section of the Submission in which the Respondent clearly cites the specific paragraphs within the RFQ where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Respondent's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

16.5.2 All Exceptions that are contained in the Submission may negatively affect the City's Submission evaluation based on the evaluation criteria as stated in the RFQ, or result in possible rejection of Submission.

16.5.3 Exceptions to Standard Contract. All short-listed respondents must submit any exceptions to the standard contract by redlining the standard contract electronically in unlocked, fully editable Microsoft Word format (in addition to any other hard copy

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delivery requirements). Short-listed respondents must include the rationale for taking the exception in the redlined contract (using the Comments feature, as needed) and by summarizing the exception in the attached Contract Exception Chart (Exhibit P). Such exceptions will be considered when evaluating the short-listed respondent's response to this RFQ. If a short-listed respondent takes exception to the contract language (more than simply a deletion), it must include its proposed alternative language for the City's consideration. Redlines and the Contract Exception Chart will be due at the date and time set forth in the notice inviting the short-listed respondents to an interview, which due date will be on or before the date and time of the respondent's interview.

16.6 **Post-Submission Discussions with Respondent(S)**

16.6.1 It is the City's intent to commence final negotiation with the Respondent(s) deemed most advantageous to the City. The City reserves the right to conduct post-Submission discussions with any Respondent(s).

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17.0 ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Basis of Design
- Attachment C – Sample Contract
- Attachment D – Prohibited Firms

18.0 FORMS TO BE SUBMITTED WITH STATEMENT OF QUALIFICATION

- Exhibit A – Offer and Submittal
- Exhibit B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status (00450)
- Exhibit C – Affidavit of Non-Interest (00454)
- Exhibit D – Ownership Information Form (00455)
- Exhibit E – Pay or Play Acknowledgement Form (00840)
- Exhibit F – Anti-Collusion Statement
- Exhibit G – Conflict of Interest Questionnaire (00457)
- Exhibit H – RFQ Statement of Qualification/RFQ Addendum Acknowledgement
- Exhibit I – Surety Letter of Intent
- Exhibit J – Required Submittal Checklist
- Exhibit K – Respondent Contact Directory
- Exhibit L – Reference Verification Form
- Exhibit M – Bidder's MWBE Participation Plan (00470) - Design
- Exhibit N – Pre Bid Good Faith Efforts - Document (00471) - Design
- Exhibit O – Bidder's MWSBE Goal Deviation Request (00472) - Design

19.0 FORMS TO BE SUBMITTED WITH ADDITIONAL INFORMATION

- Exhibit P – Contract Exception Chart

20.0 DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL FIRM

- 00501 Resolution of Corporation
- 00600 List of Proposed Subs and Suppliers
- 00601 Drug Policy Compliance Agreement
- 00606 Contractor's Certificate of No Safety Impact Positions
- 00620 Affidavit of Insurance
- 00621 COH Certificate of Insurance
- 00624 Affidavit of Compliance with Affirmative Action Program
- 00630 Certificate of Compliance with POP program
- 00631 POP Program List of Subs
- 00632 OBO Certification by Professional Service Provider
- 00842 Letter of Intent
- Form 1295 – Certificate of Interested Parties

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ATTACHMENT A

DESIGN-BUILD FOR THE RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY
SCOPE OF SERVICES

**ATTACHMENT A
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DESIGN-BUILD CONTRACTOR SCOPE OF SERVICES

SECTION 1 - GENERAL

1.01 INTRODUCTION

- A. The Houston Airport System (HAS) has identified an existing proposed site to be used as a container dump site and as a training facility for K-9 dogs. This site will be a gated, fenced secured facility for the dump site using chain linking and electronic card readers. For additional security, the HPD office, K-9 area, and bunkers will have additional set of gates with card readers and chain link fencing surrounding their areas. The chain link and gates for the HPD office, K-9 area, and bunkers will incorporate privacy fence slats for additional security. Both sites will have security cameras at various locations.

The site currently has two existing houses and a warehouse that will need to be demolished. Existing vegetation and debris from this site will need to be removed and properly disposed of. Depending on the site layout, existing trees may need to be removed and new trees planted to shield the site from public view. The roadways will incorporate the TrueGrid system and will be designed per Houston Fire department requirements for emergency fire apparatus.

- B. The dump area will have two eight-yard dumpsters, one utilizing a ramp and one not. Both dumpsters are for city use only. For the HPD K-9 and bunker areas, there will need to be a 14'- 0" X 60'-0" 840sf modular building for officer and K-9 use. Off the trailer will be a 13'- 6" X 20'-6" deck. Deck shall be ADA accessible and an optional deck covering that will need to be given as an alternate cost item. K- 9 kennels will be built to house four K-9 dogs. The units will be built of CMU and chain link with a chain link dog wash at the end. All kennels and dog wash area shall be built on a poured concrete slab and be covered by a metal canopy roof system. At the back of the K-9 kennels, chain link fencing and gate system will be used to enclose a 100' L x 49' W K-9 training/exercise area. The two storage magazines will eventually contain various explosive training devices, will be weather protected, and housed in two separate metal buildings. Both buildings will be built on poured concrete slabs and will be located on the site per Federal and State regulations.
- C. Capitalized terms used, but not otherwise defined, in this exhibit shall have the same meaning as the terms defined in the body of this Contract unless indicated otherwise.
- D. To support the HAS mission and core values, the Project will adhere to the following overarching themes, as applicable to the specific Project requirements:
1. **Operational Safety**, functional, and intuitive system design for the Project and operational areas;
 2. **Flexible** design to safeguard for innovation and changes to technology, operations, and security;
 3. **Technology-enabled** for automated operations;
 4. **Maintainable** facilities and systems that consider whole-life cycle costing; and
 5. **Sustainable** and energy efficient.

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- C. The Project must be designed for constructability, flexibility of operations, and efficiency.

SECTION 2 - PROJECT DESCRIPTION

2.01 INTRODUCTION

- A. The Design Build Contractor (DB) will be designated as the “Prime Contractor” of the TSA-HPD Bunker & K-9 Project. The design services will be provided by the “Designer” who may be a part of the Design Build Contractor’s firm or an independent firm who is a subcontractor of the Prime Contractor or may be the lead firm with constructor subcontractors.
- B. The Design Build Contractor will be required to coordinate and work with the Owner’s Management Team (OMT) and any other HAS contracted firms performing design and construction on the Airport or other projects as required for the Work.
- C. All subcontracted work for the Project must be awarded to subcontractors via an open and fair competitive procurement process. The Design Build Contractor’s competitive procurement process must be open, fair, transparent, and should result in the Design Build Contractor selecting subcontractors that provide the best value to HAS.
- D. At appropriate times, as required, DB and Designer will contact Governmental Agencies including but not limited to; HAS, City, County, State, local, and Federal agencies that may be required to approve the Contract Documents and the entities providing utility services to the Project. In designing the Project, Designer will respond to applicable design requirements imposed by such Governmental Agencies and entities providing utility services. Designer will assist HAS in connection with City’s responsibility for filing documents required for the approval of Governmental Agencies, as applicable.
- E. The Design Build Contractor and Designer will be expected to present to and consult with stakeholders and HAS staff, as required to obtain acceptance of the construction documents and coordinate performance of the work.
- F. The Design Build Contractor and Designer will be required to demonstrate how construction safety and safety mitigation measures have been effectively considered and incorporated into the design.

2.02 WORK PHASES AND MILESTONES

- A. The Contract time is as follows:

The contract time is broken into three (3) phases. The contract time for Phase1 is 60 calendar days. Interim and partial milestones may be established by mutual agreement of the Contractor and Owner, but all Design and Demolition of Phase 1, Telephone Road Project Site, is required to be completed no less than 60 calendar days after Notice to Proceed. The initial Phase 1 will include Preconstruction Phase, Design Phase, Permitting, Demolition, and Construction Services necessary to complete Phase 1. The contract time for Phase 2 is 120 calendar days. Phase 2 will include Construction Administration Services and Construction Services necessary to complete construction of the new TSA-HPD Bunker & K-9 Facility on Telephone Road. The contract time for Phase 3 is 30 calendar days. Phase 3 will include Construction Services necessary to complete

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the relocation, demolition, and restoration of the existing bunker storage magazines and trash dump area. The following is a breakdown of the phase services and allowances:

1. Phase 1- Design and Demolition of buildings at Telephone Road Site (60 calendar days from NTP).
 2. Phase 2- Construction of the new TSA-HPD Bunker, K-9, and Trash Dump facility at Telephone Road Site (120 calendar days from completion of Phase 1).
 3. Phase 3- Relocation, Demolition and Restoration Construction services to relocate existing bunker magazines and trash dump area (30 calendar days after completion of Phase 2).
 4. Total sum of contract time for all three phases is 210 calendar days.
- B. The Liquidated Damages for each of the Milestones are: Refer to Article 6 Liquidated Damages in the Contract.

2.03 PROJECT SUMMARY

- A. The scope of services is primarily the construction of a new TSA-HPD K-9 Training Facility & Trash Dump area that will be located at 9201 & 9311 Telephone Road, Houston, TX. The Houston Airport System (HAS) has identified this existing site to be used as a container dump site and as a training facility for K-9 dogs. This site will be a gated, fenced secured facility for the dump site using chain linking and electronic card readers. For additional security, the HPD office, K-9 area, and bunkers will have additional set of gates with card readers and chain link fencing surrounding their areas. The chain link and gates for the HPD office, K-9 area, and bunkers will incorporate privacy fence slats for additional security. Both sites will have security cameras at various locations. Build-out of the TSA-HPD K-9 Training Facility shall be completed in three (3) phases as described in Section 2.02A above.
- B. HAS will use a Design Build delivery method to provide the new TSA-HPD K-9 Training Facility. Refer to the Exhibits attached to this Scope of Services document for the Overall Project Location Map and basic conceptual and planning design documents.
- C. The proposed infrastructure items of work are provided in the Basis of Design, which includes the Bridging Documents.
- D. All work shall be considered to be performed while maintaining the active operational status of the existing Airport facilities and including maintaining uninterrupted public access to all terminals and continual use by the public of all public roads.

SECTION 2 - RELATED PROJECTS

3.01 GENERAL

- A. The Design Build Contractor shall collaborate with the Owner's Management Team (OMT), project stakeholders, tenants, and other contractors executing concurrent capital improvement and tenant improvement projects with respect to all aspects of this Project. The projects detailed below are either in construction or are planned to be awarded under separate procurement packages for separate project delivery during the time period affecting this Project.

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- B. The DB will be required to collaborate with the OMT and other projects being performed at *William P. Hobby Airport/Houston (HOU)* to facilitate applicable linkages with this Project.
- C. The DB is responsible to collaborate with other projects to ensure that required operation of the Airport can be maintained across applicable project sites.

3.02 HAS INFRASTRUCTURE

Additional projects either planned or in construction at *William P Hobby Airport/Houston (HOU)* are identified within the HAS Capital Improvement Plan (CIP).

- FY2021 ARFF Station 91 Reconstruction Project.

3.05 FUTURE PROJECTS

In addition to the above referenced projects, the DB will be required to interface with projects defined in the future that may not yet be identified as part of the CIP.

3.06 HAS THIRD PARTY SUPPLIERS

Third-party suppliers and installers may be contracted separately by HAS during the course of this Project. The DB may be required to integrate those work packages into the course of its own construction during the Project.

SECTION 4- PROJECT ADMINISTRATION

4.01 GENERAL SERVICES

- A. The services provided by the DB are intended to be provided in a collaborative Project team environment. The DB is required to manage and execute the Project Design and Construction Document development process working with OMT. The DB shall collaborate, advise, assist, provide cost estimates, schedule, and recommendations to the OMT on the design and construction aspects of the Project.
- B. The DB shall be required to provide complete Preconstruction Services and Construction Services, which includes Design Services and perform all Construction Work associated with the Project, including furnishing of all, labor, materials and equipment, necessary and reasonable to complete the entire contemplated scope of Work in accordance with HAS requirements and the terms of the Contract. The Work includes, but is not limited to; Design Services, permitting, supervision, testing, inspection, integration, commissioning system components and interfacing with third-party commissioning services provider for integrated systems testing, information technology, systems integration and activation, regulatory requirements, project closeout, and all necessary general conditions that may be reasonably inferred.
- C. The DB is responsible for the management and implementation of general services works and security for the Project site. This includes, but is not limited to: management of miscellaneous site preparation activities, escorting and work force transportation to and from the areas of work, subcontractor/trade work force logistics, clean-up and

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housekeeping, temporary works for construction, public safety barriers, fencing, partitions etc., traffic maintenance, and temporary signage. That also includes coordination and oversight by Airport Operations, the Transportation Security Administration (TSA), the Department of Homeland Security (DHS), and the Federal Aviation Administration (FAA).

- D. The DB is responsible for management of the Project environmental plan and sustainability initiatives related to the site. This includes the tracking, disposition and reporting of demolition work, salvage of any materials, and reuse of any materials.
- E. All work for the Project must be awarded to subcontractors via an open and fair competitive procurement process. The DB will be required to administer a bidding process to select subcontractors for the Project. The DB’s competitive procurement process must be open, fair and transparent, and should result in the DB selecting subcontractors that provide the best value to HAS.

4.02 PROJECT ROLES AND RESPONSIBILITIES

- A. This section defines general roles and responsibilities for the entities involved in the Project.
- B. The OMT is comprise of representatives from HAS or from Program Management Support Services (PMSS) staffed positions.

Entity	Responsibility
City of Houston (City)	<ul style="list-style-type: none"> ▪ The City of Houston is the owner and approver of all Contracts executed for work at Houston Airports ▪ The Houston City Council approves all Contracts and changes to Contracts, unless otherwise delegated. ▪ Delegated authority for work within the Houston Airport System is granted to the Director of the Department of Aviation.
Houston Airport System (HAS)	<ul style="list-style-type: none"> ▪ HAS, through the Director of the Department of Aviation or authorized designee, represents the City of Houston with respect to management and operation of the Airports. ▪ Use of the terms City or HAS may be used interchangeably ▪ Approves, makes decisions throughout project phases. ▪ Ensures that HAS required decisions are made in a timely manner. ▪ Facilitates communication with City of Houston, Department of Public Works and Engineering (PWE) and Building Standards Group (BSG) to keep all parties informed of project progress and construction permit submittals. ▪ Provides key input on owner requirements related to planning, art program, technology, finance, operations, maintenance, security, and safety.

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Entity	Responsibility
HAS Management Team	<ul style="list-style-type: none"> ▪ Provides overall leadership of the airport and advises HAS Director on project status and key decisions affecting scope, schedule, budget, safety, and quality. ▪ Develops policies, procedures, and execution plans to deliver the Program and projects. ▪ Coordinates all work to be undertaken with HAS divisions, departments and external stakeholders as necessary for the timely and quality execution of the Program. ▪ Engages and collaborates with airport stakeholders to minimize disruption of operations and services throughout the duration of the Program.
Owners Management Team - Project Management	<ul style="list-style-type: none"> ▪ Led by Project Manager Representatives from HAS or PMSS staff; provides overall management of the airport Projects. ▪ Acts as interface between the HAS Management Team and Design Build Contractor (DB). ▪ Ensures integration and execution of project-specific controls systems. ▪ Manages contracting and project management processes through all phases of design and construction. ▪ Ensures change management decision-making is defined, documented and understood. ▪ Provides overall administrative management of contracts with the design consultants and construction contractors.
Owners Management Team- Construction Management	<ul style="list-style-type: none"> ▪ Led by Construction Manager Representatives from HAS or PMSS staff; provides management of contractors engaged to deliver airport projects. ▪ Provides management of cost, schedule, quality, security and safety. ▪ Manages contracting and project management process through all phases of construction. ▪ Manages the contractor's performance in accordance with the terms and conditions of the Contract.

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Entity	Responsibility
<p>Owners Management Team- Design Management</p>	<ul style="list-style-type: none"> ▪ Led by Design Manager Representatives from the HAS or PMSS staff; provides management of Design Build Contractor during design to deliver airport projects. ▪ Provides management of the design process, managing scope to budget, compliance with project requirements plus safety and security throughout design. ▪ Manages and tracks design from concept through construction permit packages and delivery of record close-out documents. ▪ Manages the design review process through all stages of design. ▪ During Design manages the Design Build Contractor performance in accordance with the terms of the Contract.
<p>Design Build Contractor Project Manager</p>	<ul style="list-style-type: none"> ▪ Provides execution for all phases of design to produce a final design that achieves Project objectives, scope, schedule, safety in design, and budget. ▪ As prime contractor, leads and coordinates sub-consultants and specialty consultants. ▪ Provides management during preconstruction, design, and construction phases for cost, schedule, work package planning and sequencing, quality, safety and constructability. ▪ Performs design reviews and provides recommendations for design alternates to identify and resolve constructability issues and to assist in maintaining budget and schedule. ▪ As prime contractor, leads and coordinates all sub-contractors.
<p>Commissioning Authority (CxA)</p>	<ul style="list-style-type: none"> ▪ Verifies testing and operational intent of all applicable elements of the Project scope. ▪ Performs design phase reviews focused on commissioning, functionality, maintainability, sustainability and best practices. ▪ Participates in concurrent design phase reviews with the OMT, other consultants and contractors, as applicable. ▪ Develops overall Commissioning Plan requirements as the basis for the DB to develop the Project technical commissioning plans.

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4.03 HOUSTON AREA CONSTRUCTION EDUCATION COLLABORATIVE(HACEC)

- A. The Houston City Council has approved funding for Lone Star College to train construction workers and trades. It is the intention that the DB become aligned with this initiative, employ graduates of the program, and integrate these skilled workers into the Project workforce.
- B. HAS, in partnership with local community colleges, has formed the HACEC. The mission of the HACEC is to provide safety and security training, as well as construction trade skills training, to construction contractor employees. HAS funds the delivery of the training curriculum through payment of a per-labor-hour contribution for every hour worked by construction contractor employees on HAS-designated capital projects.
- C. All airport construction contractor employees are required to successfully complete the HACEC safety/security training prior to mobilizing on the job site.

SECTION 5 - DESIGN SCOPE OF SERVICES

5.01 GENERAL RESPONSIBILITIES

- A. The DB shall designate in writing a representative who is responsible for the day-to-day management of design services. The designated representative shall be the OMT's primary contact during the design of the Project and shall be available as required for the benefit of the Project. The designated representative shall be authorized to act on behalf of and to bind the DB in all matters related to design services. The designated representative shall not be changed without advance written approval from the Director.
- B. The DB may engage the services of a Designer and other qualified professionals as required for performance of the Design services. The DB certifies that any subcontracted Designer and all other professional consultants have been or will be selected on the basis of competence and qualifications pursuant to the Texas Government Code. The Designer shall not perform any architectural or engineering services directly unless Designer is licensed in Texas to perform such services. All drawings, specifications, and other design-related documents shall bear the seal of the licensed professional who prepared them in accordance with the applicable laws and regulations of the State of Texas.
- C. The DB shall participate in design review meetings with the OMT at the end of each design stage, as defined by the HAS Design Criteria Manual, and shall document and respond to the OMT review comments.
- D. The DB shall be responsible for managing design services to ensure that the Project, as designed, can be constructed for an amount that is within the Design to-Budget requirements in Section 6.06. The obligation to design the Project to achieve objectives of scope and cost shall continue through completion and acceptance of Construction Documents.
- E. At appropriate times, the DB and/or Designer will contact Governmental Agencies including but not limited to; HAS, City, County, State and Federal agencies that are required to approve the Contract Documents and the entities providing utility services to the Project. In designing the Project, Designer will respond to applicable design requirements imposed by Governmental Agencies and by such entities providing utility

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services. Designer will assist HAS in connection with City's responsibility for filing documents required for the approval of Governmental Agencies.

F. The DB and/or Designer will be expected to present to and consult with stakeholders and HAS staff as required.

G. HAS DESIGN CRITERIA

1. The following HAS design criteria, available on the HAS Fly2Houston website (www.fly2houston.com), shall be incorporated into the Project and be included as part of the Contract by reference:

- a. HAS Design Criteria Manual 2015;
- b. HAS Wayfinding System – Signage Design Guidelines, Standards, and Typical Applications (01.17.2014);
- c. CAD/ Geospatial Data Standards and Procedures.

5.02 REVIEW OF CONSTRUCTION DOCUMENTS

A. The DB shall perform internal quality control reviews at the end of each design stage. The results of these reviews shall be submitted to the OMT.

B. The DB shall provide the OMT with design document review sets as required at each stage of design.

C. The DB shall incorporate into the documents such corrections and amendments as the OMT requests at each design review, unless the DB objects to such changes in writing and the OMT agrees to the objections. Any additional cost incurred due to the DB's failure to incorporate the OMT's requested corrections and amendments shall be borne by the DB.

5.03 BASIS OF DESIGN

A. The Basis of Design (BOD) is a narrative description of the Project that provides a summary of the design progression and enable development of the construction cost estimate, and includes the Bridging documents thought processes and assumptions behind design decisions to meet HAS's project requirements. Designer shall submit the revised and updated BOD upon completion of Construction Document for the OMT review.

B. The BOD shall assemble all design information prepared under each design stage and shall include the following:

1. List of assumptions;
2. Validation of the bridging documents (Design Criteria Package);
3. A discussion of the overall design concept;
4. Major design decisions with regards to systems, form, size, quantity, materials, appearance and quality;
5. Explanation of impacts on or by other projects;

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6. Outstanding issues;
 7. Identification of additional studies, if required;
 8. Recommendations for long-lead purchase items;
 9. Identification of any outstanding issues and considerations to be resolved prior to beginning the next stage of design.
- C. The BOD also includes, but is not limited to, the following as appropriate to the Project Scope:
1. Project Scope Description;
 2. Design workshops/ information data collection sessions;
 3. Information exchange/ team meetings/ design and decision registers;
 4. Quality management process for Design;
 5. Section Drawings with Overall Dimensions;
 6. Building Code or Standards Requirement - Summary code outline;
 7. Plumbing, Fire Protection, and Mechanical Systems and Total Capacity - system type and total capacity, narrative and quantities, general sizes and number of systems;
 12. Electrical Systems - electrical system capacity and general system concept;
 13. Communication Systems;
 14. Life Safety Requirements;
 15. Security System - Confirm HAS requirements;
 16. Soils and Hydrology Report - Provide assumed foundation strategy.
 17. Drawings
 - a. Site Diagram, indicating:
 - i. General size and location of elements;
 - ii. Existing Site Plan;
 - iii. Demolition Plan and/or Drawings;
 18. Site Plan, indicating:
 - a. Outline of all structures;
 - b. Dimensions for each building component;
 - c. Paved areas and utility connections and capacity;
 - d. Storm Water Plan and/or Drawings;

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19. Civil Utility Plan:

- a. Provide sketch plan and narrative of location of utilities to the construction boundary;
- b. Identify utilities connection points;
- c. Confirm sufficient capacity at site boundary;

20. Fire Protection Drawings and Details;

21. Mechanical Drawings and Schedules

- a. Provide mechanical systems type and total capacity;

22. Electrical and Lighting Drawings;

23. Communications Drawings;

24. Budget, Schedule, and Risk Analysis

- a. Designer's Estimate of Construction Cost of Final Design vs. the design criteria package;
- b. Designer's Construction Schedule bases on the final design vs. the design criteria package with key project dates identified;
- c. Risk Implications and Mitigation Strategies. Identify the various risks associated with the final design vs. the design criteria package and initial mitigation strategies;

5.04 BASIC SERVICES DELIVERY

- A. As part of Basic Services, the DB shall provide the following services as appropriate to the Project scope
 1. Architectural Design
 2. Landscape Design;
 3. Civil Engineering and design, including streets, roads, drainage, Stormwater Management, water, wastewater, natural gas design ;
 4. Structural Engineering and design;
 5. Fire Protection design;
 6. Mechanical Engineering and design;
 7. Automation and Controls Systems;
 8. Electrical Engineering and design for power distribution ductbanks;
 9. Lighting Design;

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10. Technology and Communications design for communication distribution ductbanks;
11. Security Systems (see item 9);
12. Traffic Control design during construction and permanent facilities;
13. Visual Communications including Signage, Graphics and Wayfinding;
14. GIS Design to conform to HAS standards;
15. Storm Water Pollution Prevention Plan Design Services during construction and permanent facilities;
16. Surveying to conform to HAS standards;
17. Life Safety Code Compliance, as applicable.
18. Other Services as mutually agreed to by the DB and the OMT;

B. Basic Services for this Project will be staged as follows:

1. Final Design and Construction Documents;
2. Bid Packaging and Permitting
3. Design Services during Construction;

5.05 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

A. Data Collection during Preconstruction and Design

1. The DB shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to DB (by HAS or any other party) that DB uses for the Project. DB shall identify to the OMT in writing any such documents or data which, in DB's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished.
2. The City does not warrant the accuracy or suitability of such documents or data as are furnished unless DB advises OMT in writing within five (5) Calendar Days of uncovering the unforeseen condition, that in DB's professional opinion, such documents or data are unsuitable, improper, or inaccurate and OMT confirms in writing that it wishes DB to proceed in accordance with the documents or data as originally provided.
3. The DB shall make reasonable efforts to investigate any documents provided by HAS and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate DB's design for the Project and construction of the Project.
4. The DB shall identify to OMT in writing within five (5) Calendar Days, any discrepancies between the documents and visible conditions, and shall consult with

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OMT on any special measures, services, or further investigations required for DB to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects and engineers and surveyors, as appropriate.

B. Criteria Package Review and Design Alternatives

1. The DB shall provide a written evaluation of the Design Criteria Package and advise OMT on alternative designs and make value engineering suggestions.
2. The Design Criteria Package assumes a connection to City of Houston water and wastewater systems. The DB may provide a written evaluation on alternative designs and make value engineering suggestions when those opportunities present cost savings.
3. HAS is also providing an option to utilize an existing Pre-engineered Metal Building (PEMB) steel structure by Red DOT Buildings. This PEMB structure was originally purposed for the Hobby Airport Consolidated Maintenance Facility project. The Design Builder will have to evaluate and weigh the schedule, cost, and risks associated with either the use of the existing steel structure or the procurement of a new structure. The selected option will become part of the Design Builder's proposal.

C. Construction Documents

Based on the Design Criteria Package and any further adjustments to the Project budget as authorized by HAS, the DB shall prepare Construction Documents consisting of Drawings and Specifications and submit them to HAS for approval. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall be consistent in all material respects with prior design criteria package and shall provide for the construction of the Project within the original Contract Price, unless the original Contract Price has been modified by an approved Change Order.

D. The DB shall advise the OMT regarding construction phasing and scheduling, the construction contract time period, and such other construction conditions considered appropriate for the Project.

E. The DB shall assist and advise the OMT in connection with HAS's responsibility and procedures for obtaining approval of Governmental Agencies having jurisdiction over the Project.

F. Submittal of Construction Documents for Final Review

1. DB shall submit completed Construction Documents, satisfying all previous review comments and suitable for permitting and construction. Final quality control elements performed by Designer such as inter-discipline coordination, peer reviews, and document and calculation checking shall be completed and incorporated. Any work remaining at this stage shall be only minor corrections to resolve discrepancies discovered during the final review.
2. DB shall provide the updated Basis of Design as described in this Section with the submittal.

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3. Included with this design submittal will be
 - a. Construction schedule prepared by the DB which will provide logic and durations of all construction activities
 - b. Submittal schedule prepared by the DB which will list all items by specification section, that are to be submitted by the DB for review and approval.

5.08 BID PACKAGING AND PERMITTING

- A. The Designer shall provide documents for use by the DB in procurement packages for all work to be subcontracted by the DB to support the construction schedule. The construction packages may be released at different times, which may require the DB to prioritize the work and provide separate design submittals for approval.
- B. The DB shall submit final design and construction documents for all permits required by the authorities and agencies having jurisdiction. All permits shall be paid as allowances under the contract, CGMP, and GMP.

5.09 DESIGN SERVICES DURING CONSTRUCTION

- A. The DB is fully responsible for the services performed by their Designer. It is expected that these Services shall generally include the following to support all Construction Work:
 1. Project site visits at intervals appropriate to the type and stage of construction progress to observe the progress and quality of the Work.
 2. For general observation, Designer shall visit the site for specific purposes related to start-up or mock-up reviews for significant work activities and for formal inspections of the Work.
 3. Interpretation of the technical requirements of the Contract Documents. Interpretations and recommendations shall be consistent with the intent of and reasonably inferable from the Contract Documents.
 4. Review and approve or take other appropriate action upon the DB's submittals such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work set forth in the Contract Documents. These actions shall be taken prior to issuance of these submittals to the OMT for concurrence.
 5. Participate in concealed space inspections, systems start-up inspections, and Substantial Completion inspections.
 6. Review Design Build Contractor's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the DB for conformance with the requirements of the Construction Documents.

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SECTION 6 - PRECONSTRUCTION SERVICES

6.01 GENERAL RESPONSIBILITIES

- A. The DB will be required to coordinate and work with the OMT and HAS.
- B. The DB is responsible for the management and implementation of general services works and security for the site. This includes, but is not limited to: management of miscellaneous site preparation activities, escorting if required, safety, and work force transportation to and from the areas of work if required, subcontractor/trade work force logistics, clean-up and housekeeping, temporary works for construction, public safety barriers, fencing, partitions etc., traffic maintenance, and temporary signage.
- C. The DB is responsible for management of the Project environmental plan and sustainability initiatives related to the Project. This includes the tracking, disposition and reporting of demolition work, salvage of any materials, and reuse of any materials.
- D. The DB's Designer is responsible for designing the Project in accordance with all applicable local, state, and federal codes and standards to enable permits to be obtained from the City of Houston and other Governmental Agencies for approval and/or construction.
- E. The DB shall furnish all services in accordance with a professional standard of care and design standards currently practiced on projects similar in size, complexity, and cost.
- F. The DB shall design the Project to a level of detail sufficient for construction and permitting and shall be responsible for the quality, completeness, accuracy, and coordination of Construction Documents.
- G. The DB shall provide quality control over design before review submissions to OMT.
- H. The DB shall establish, implement, and modify Project administrative functions and reporting requirements to the OMT at periodic intervals.
- K. The DB shall identify and provide corrective actions for all Project risks.
- L. The DB shall participate in appropriate weekly Project meetings.

6.02 NOTICE TO PROCEED

- A. The period of performance for Phase 1 Design and Demolition of Buildings at the Telephone Road Site will commence shortly after award of the Contract and upon issuance of a Phase 1 –Notice to Proceed (NTP) by the City in accordance with the PRICE PROPOSAL for Phase 1 Services. Phase 1 includes Preconstruction Phase, Design Phase, Permitting, Demolition, and Construction Services necessary to complete Phase 1.
 - 1. Immediately upon issuance of the NTP, the DB shall thoroughly review and become familiar with the Project scope, requirements and constraints, including:
 - a. The goals and objectives of the Project

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- b. Development and management of the Design to Budget process
 - c. Required project construction quality standards and requirements
 - d. The development of project reports
 - e. The needs and requirements of HAS and other Project stakeholders
 - f. The Project site available records, as-builts, specifications, local conditions and all related limitations and constraints
 - g. Schedule assumptions and constraints
 - h. Establish requirements of CGMP
- B. The period of performance for the Phase 2- Construction of the new TSA-HPD Bunker, K-9, and Trash Dump facility at Telephone Road Site will commence shortly after the completion of Phase 1. Phase 2 will include Construction Administration Services and Construction Services necessary to complete construction of the new TSA-HPD Bunker & K-9 Facility located on Telephone Road.
- C. The period of performance for the Phase 3- Relocation, Demolition and Restoration Construction services to relocate existing bunker magazines and trash dump area will commence shortly after the completion of Phase 2. Phase 3 will include Construction Services necessary to complete the relocation, demolition, and restoration of the existing bunker storage magazines and trash dump area.

6.03 Key Personnel

- A. The DB shall provide all dedicated Key Personnel and support staff at the start of Preconstruction Services and throughout the Project as necessary to complete all Preconstruction and Design Services and the Construction Phase Services.

6.04 PRECONSTRUCTION MEETINGS

6.04.1 KICKOFF MEETING

- A. Prior to commencing work and at a specific time and place to be determined by HAS, DB shall meet with the OMT for a Project Kickoff meeting. The OMT, the DB, including Designer, and all Project team key personnel will be required to attend the Kickoff Meeting and Project On-Boarding Process. The goals of the kickoff meeting are:
 - 1. To coordinate the DB and the Project team
 - 2. To achieve consensus from the overall Project team on any issues and concerns
 - 3. To confirm that Scope of Services requirements are understood
 - 4. To establish and explain policies and procedures for completion of a successful project
 - 5. To establish expectations of the Project Schedule

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6. To establish expectations of the cost estimate process
7. To establish clear lines of communication and points of contact for each Project team

6.04.2 SCHEDULING CONFERENCE

A. Scheduling Conference

1. A separate scheduling conference is required during both Preconstruction and Design Phase and the Construction Phase(s) of the Project.

B. Attendees

1. OMT, the DB's Key Management Personnel, Designer, major Subcontractors, and other major Consultants and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

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C. Agenda

1. Introduction to the DB's scheduling team's qualified personnel that will develop and update the Project Schedule.
2. Content, format, and submittal requirements and reports.
3. Schedule for other concurrent work under HAS's separate contracts and coordination with other work and personnel.
4. Review time required for design and construction phase submittals and resubmittals.
5. Review time required for RFI's and Change Orders.
6. Regulatory Agency Reviews and Approvals.
7. Project logistics.
8. Requirements for tests and inspections by independent testing and inspecting agencies.
9. Time required for completion and startup procedures. List of Contract activities to be included in schedule. Procedures for updating schedule.
10. Project scheduling and document management software.

D. Minutes

1. The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment. Upon receipt of the comments the minutes should be reissued with any necessary revisions within two (2) days of the comments being sent.

6.04.3 BI-WEEKLY PROJECT UPDATE MEETINGS

- A. Following the Kickoff meeting, the DB shall organize and lead Bi-weekly (once every two weeks) Project Update Meetings throughout the duration of the Contract. The Bi-weekly Project Update meetings shall be attended by the DB and OMT key personnel. Any issue in the opinion of the DB and/or the OMT that has the potential to impact the planning, management, or execution of the Project will be discussed in the Bi-Weekly Update Meeting such as maintaining the budget, schedule, scope, and quality objectives. The DB shall use this meeting to review and update, but not limited to, the following project related matters to the OMT:
1. Safety (Incident) Management
 2. Designer's Issue Log
 3. DB's Issue Log and Risk Register

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4. Potential Change to the Work
 5. Coordination and Logistic Planning
 6. CPM Schedule including a schedule variance report and mitigation plans
- B. The DB shall submit the project update documents to the OMT at least three (3) business days prior to the Bi-weekly Project Update Meeting.

6.04.4 DESIGN PROGRESS MEETINGS

- A. The OMT will schedule regular Design Progress Meetings to monitor progress of the Design portion of the Work. These meetings will start within 15 days from the date of Notice to Proceed and will occur as follows:
1. Preconstruction and Design Phase: Once a week minimum and as required to accomplish the Final Design submittal.
 2. Construction Phase(s): Bi-weekly until the design and construction submittals are complete, then as needed and determined by the OMT.
- B. Attendees: Design Progress Meetings will be attended by:
1. The OMT
 2. The DB, Designer, and Key Personnel
 3. Major design subcontractors, as required
 4. Others as directed by the OMT
- C. Agenda: The DB will be responsible for developing the meeting agendas in collaboration with the OMT. The purpose of the meeting is to discuss significant items that could affect completion of the Construction Documents and that have a major impact on the quality, cost, and overall schedule of Work.
- D. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment. Upon receipt of the comments the minutes should be reissued with any necessary revisions within two (2) days of the comments being sent.

6.05 PRELIMINARY SCHEDULE

- A. The DB shall coordinate the requirements of this Section with Specification Section 01 32 16, Project Schedules and Progress Reporting.
- B. Within thirty (30) days after Phase 1 NTP, the DB shall prepare and submit a preliminary schedule for execution of the Work for the OMT review and response.

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- C. The Preliminary Schedule shall include the Preconstruction and Design activities.
- D. The DB shall update the Preliminary Schedule as required to reflect progress of the Work and as indicated in the Contract. Such updates shall not be construed as relieving the DB of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

6.06 DESIGN TO BUDGET

- A. The Design Builder shall be responsible for establishing and updating the Project Construction Cost estimate monthly throughout development of the Construction Documents. Many of these estimates may be on specific Design to Budget allocations to ensure that the design is developing and maintaining expected quality standards.
- B. The initial Design to Budget cost component will be consistent with the HAS WBS and to a level of detail so a scope to budget analysis can be performed. Each WBS will be broken down as defined in the CSI MasterFormat.
- C. During the design process, the DB shall conduct constructability reviews and provide input and suggestions for design optimization to align the design with the Agreed cost of the Work. The DB will perform more detailed analysis of selected items to include alternative methods, systems, materials, equipment, or designs feasible to complete the construction at the lowest reasonable cost while achieving HAS's Project objectives.
- D. During the performance of the final design, any change to the Probable Cost of the Work due to changes or proposed changes in the Design shall be immediately forwarded in a letter to the OMT. The DB shall not proceed with those affected elements of final Design or Construction if the Probable Cost of the Work exceeds the Contract Price.
- E. The DB will evaluate opportunities and make recommendations to improve maintainability and sustainability and reduce lifecycle costs and energy use.
- F. Cost Estimating and Reporting
 - 1. The Design Build Contractor shall provide cost estimating throughout Pre-Construction and Construction. The DB will utilize an electronic data-base program to research and store pricing of various construction items. All estimates will be built-off and reconciled to the approved Probable Cost of the Work. All Probable Cost of Work estimates shall be open book.
 - 2. The Design Build Contractor will work with the OMT's cost estimators in reconciling methods and information sources for the pricing of construction elements. As estimates are developed, the DB shall develop a system to manage and organize the various estimates utilizing the Work Breakdown Structure (WBS).
 - 3. The Design Build Contractor shall provide monthly cost estimate reports. The reports shall include the updated Probable Cost of Work, changes and variances from previous report and/or selected milestone reports, constructability review summary, list of value engineering/lifecycle cost reduction recommendations, and market updates.

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- a. If the (OMT/DB) reconciled cost estimate exceeds the Contract Price. The OMT will arrange a meeting between the Director, DB, to present the cost estimate and to identify areas where the progressed design can be modified to bring the Project within the Agreed Cost of the Work. The presentation shall include an assessment of the impact of potential changes to the progressed design on aesthetics, function, and impact to the maintainability or efficiency of the Project. The intent of the meeting is to obtain acceptance of any design modifications and the Contract Price from the Director.
 - b. The OMT will document decisions reached and any change to the Contract Price resulting from the cost estimate presentation meeting and initiate a Change Order to the Contract.
4. Once construction is authorized, the DB shall provide a monthly budget report/buy-out report with their request for payment summarizing the Work accomplished in the month for which the request is being submitted, the forecast cost to complete, a summary of the pending GMP or CGMP adjustments, Work planned for the following month, progress percentage complete of Work deliverables, current status per budget line item, and variances and deviations from the overall total Project Budget.

6.07 DESIGN BUILD CONTRACTOR MANAGEMENT PLAN

- A. Within Thirty (30) days after the Notice to Proceed, the DB shall prepare a DB Management Plan, to be reviewed and accepted by the OMT, which documents the DB's plan for delivery of the Project. A summary of the status of each element of the DB Management Plan shall be prepared monthly to reflect actual project progress and shall be submitted to the OMT at least one week prior to the Monthly Progress Review Meetings. The DB Management Plan shall address, but not be limited to:
1. Project Management and Administration Plans.
 - a. Project communications plan in accordance with Airport policies and procedures.
 - b. Preconstruction and Construction Organization Chart.
 - c. Design management plan
 - d. Design quality assurance/control plan
 - e. Schedule management plan.
 - f. Management reporting plan.
 - g. Pay request preparation and submittal plan.
 - h. Record keeping and document control plan.
 - i. Change management plan.
 - j. Project Procurement Plan

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- k. Material Management Plan
 - l. Coordination and Logistics Plan
 - m. Subcontracting Plan
 - n. Construction Work Plan
2. Preconstruction Evaluation Report
- a. Preliminary Project Schedule incorporating design activities and progress.
 - b. DB's constructability recommendations including construction phasing, site logistics and traffic control.
 - c. Identify opportunities for increased efficiency and/or innovation.
 - d. Material recommendations and risks due to inflation, lead times, resource availability, and supply demands.
 - e. Design option reviews including a comparison of the risks and benefits of the different design element types and their corresponding schedule, cost, and construction related impacts.
 - f. Development of the Project Procurement Plan outlining supporting DB subcontract and deliverables and project buy out schedule.
 - g. Forecast and Trend Reports that identify and itemize specific events which may cause costs to change.
 - h. Any issue that, in the opinion of the DB, should be considered in the planning, management, or execution of the Project to maintain cost, schedule, scope, and quality objectives.
 - i. Recommendations and identification of issues concerning the Project Schedule, risk analysis and mitigation, and other required information updated based on the design development and changes to the Project known at the time of submittal.
3. Risk Management Plan
- a. The DB shall prepare a Risk Management Plan that will include risk identification, allocation and mitigation based upon the Work. Risks to be addressed include, cost, schedule, design/constructability risks, and any other matter that affects the execution of the Project. The DB shall work with OMT to review and update the preliminary list of preconstruction and construction related risks which:
 - 1. Lists the related program risks.
 - 2. Creates a qualitative ranking of the risks most critical to the achievement of Project Schedule and budget limitations.
 - 3. Defines of the potential cost and schedule impacts of the identified risks.

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4. Includes research and development of documents and materials on topics specific to the identified Project risks and opportunities.
 5. Proposes risk mitigation strategies.
4. Material Management Plan
 - a. Prepare a plan for ordering materials and equipment and provide a monthly procurement, fabrication, and delivery status report.
 - b. Identify long-lead and early procurement materials plans, including definition of materials for which the DB will intend to seek payment for stored materials.
 5. Quality Control (QC) Program
 - a. The DB shall submit a Quality Control Program for Preconstruction, Design, and Construction Phase Services for the Project for the OMT review and acceptance. The DB shall ensure that all services comply with the Project requirements, all design services fully comply with the requirements of the Contract and all procured materials conform to plans, technical specifications and any other project requirements, whether constructed by the DB or procured from Subcontractors or vendors. The DB shall assume full responsibility for the QC Program execution throughout the Preconstruction and Construction phases of the Project.
 - b. The DB shall be responsible for all activities necessary to manage, control, and document Work to ensure compliance with the QC Program established to comply with the requirements of the Contract Documents. The DB responsibilities include, but are not limited to;
 - 16) Ensuring adequate resources (labor, equipment, and materials) are provided for quality control services to be accomplished on and off-site by its organization,
 - 17) Pre-inspection of work prior to notifying the OMT for inspections or testing,
 - 18) Coordinating with suppliers and subcontractors,
 - 19) Tracking and resolution of non-conformance issues,
 - 20) Hiring and management of quality control laboratories and professionally credentialed consultants appropriate to meet the Contract Documents requirements.
 6. Industry Outreach
 - a. The DB shall perform sufficient industry outreach to ensure that adequate trade and MBE/WBE/SBE participation, as required by the Contract, occurs for each Work Package and the complete Project. The DB shall also conduct bid research to determine that bids were reasonable as well as responsive to the Work Packages.

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7. Subcontracting Plan
 - b. The DB shall develop and submit to the OMT a subcontracting plan that addresses all Subcontractor required elements of the Contract as well as how the DB plans to meet the requirements of the work and the Contract criteria.

8. Construction Work Plan

The DB shall develop a Construction Work Plan which shall define the DB's approach to constructing the Project. At a minimum, the Plan shall include:

 - a. Project management systems necessary for successful execution of the Project and use of how they are integrated into HAS's systems. The OMT will implement project management systems specific to this Project.
 - b. Phasing, Coordination, and Logistics Plans tied to the Project Schedule.
 - c. Construction Disruption Mitigation Analysis, which includes coordination of airfield safety, logistics, and airport/airlines operations.
 - d. Field office and staging area and temporary facility needs.
 - e. Plans and actions taken to comply with environmental requirements and permits.
 - f. Use and access to public roadways.
 - g. Coordination of Work and communication of construction activities with the OMT regarding airlines, tenants and other stakeholders including utility disruptions.
 - h. Protection of private and public properties, including lease properties on at the Airport
 - i. Dust/dirt/debris mitigation.
 - j. Temporary erosion control.
 - k. Storm water drainage management during construction.
 - l. Proposed construction means and methods validation.
 - m. 3rd party coordination with utilities and other entities.
 - n. Construction zone accommodation of vehicular traffic, deliveries and employee parking.
 - o. Safety Plan including public and worker health and safety protection.
 - p. Security Plan.
 - q. Temporary construction signage.

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- r. Traffic Control Plan during construction.
- s. Security of work site including Airport Operational Areas (AOA).
- t. BIM Execution Plan.
- u. Closeout Plan

SECTION 7 - CONSTRUCTION SERVICES

7.01 GENERAL

- A. Upon issuance of the Phase 1 NTP, the DB shall provide all labor, materials, equipment, temporary utility service and facilities to construct the entire Project as required by the Contract Documents. Those policies and procedures defined in the Preconstruction Phase Services section of this document shall be maintained, enhanced, and utilized throughout management of Construction Phase Services.
- B. The DB will be solely responsible for construction means and methods of the Work.
- C. The DB shall comply at all times with any and all oral and /or written instructions by the OMT regarding routes of travel to be used in moving personnel and/or materials to and from the Project site. The deliveries of materials and removal of construction related debris may be required to be done at night. The DB shall coordinate with the OMT on the schedule of any night work that needs to be performed on HAS property. Delivery vehicles, material trucks and heavy equipment shall enter and depart through a point designated by the OMT. Except as otherwise directed or approved by HAS, vehicles in use on the Airport shall be confined to the Project site. Only operators with current restricted area driving passes issued by HAS will be permitted to operate vehicles in the AOA. When an operator does not have a current pass, a HAS authorized driver must escort the operator.
- D. The DB is expected to solicit bids from subcontractors for elements of the work. Under management of the DB, the selected subcontractor/trade may provide materials, equipment and labor including the necessary coordination, supervision, programming, scheduling, cost control, contract administration, field engineering, commissioning, and closeout and support services to accomplish the work covered by each work package. The DB can self-perform up to 65% of the value of the Contract Price. Award of the Work to major subcontractors (over 10% of the Contract value) will be procured using a transparent competitive process which may be witnessed by HAS.
- E. The DB will be responsible for completing all Work related to this Project whether or not Work is contained in trade packages or subcontracts for the Project.
- F. The DB will be responsible to interact and efficiently coordinate with the various HAS departments, FAA, TSA, utility companies, and other agencies as required and address all federal, state, county and city permitting requirements. The OMT and Director will be kept fully informed regarding communication with these parties and shall be included in all interagency meetings, unless otherwise decided by the Director or authorized designee. All communications with these parties shall be documented by the DB for inclusion in the Project records and appropriate submittal to the Director.

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7.02 COORDINATION RESPONSIBILITIES

- A. The DB shall coordinate all construction operations included in the Contract to ensure efficient and orderly development and installation of each part of the Work. The DB shall not delegate responsibility for project coordination to any Subcontractor. The DB's coordination responsibilities include but are not limited to:
1. Preparing and issuing material and subcontractor bids to obtain input from Subcontractors for use in the final design phase.
 2. Scheduling and managing the documentation and permitting process with the various regulatory agencies with jurisdiction over the Project.
 3. Scheduling and managing the construction submittal process.
 4. Preparing and managing the Project Safety and Security Plans.
 5. Scheduling construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 6. Coordinating the installation of all components to ensure maximum performance and allow access for required maintenance, service, and repair, including but not limited to mechanical, electrical, and plumbing systems.
 7. Making adequate provisions to accommodate items scheduled for future installation.
 8. Resolving actual or potential conflicts between Subcontractors concerning coordination, interference, and sequencing.
 9. Coordinating Code and Permit documentation requirements.
 10. Implementation of all systems integration and commissioning for compliance with contractual and permitting requirements.
 11. Coordination with Operational Readiness, Activation and Transition (ORAT) Teams to support the requirements for turn-over of the completed Project to HAS, as required.

7.02.1 COORDINATION WITH THE PROGRAM MANAGEMENT TEAM

- A. The DB shall notify the OMT in writing, a minimum of thirty (30) calendar days in advance, of any activity that will be outside the Contract limits or that would interfere with HAS's daily operation. Utility interruptions (shutdowns or connections) require at a minimum thirty (30) days advance written notice or as otherwise directed by the OMT for longer durations.
- B. Within 30 days of Phase 1 NTP, the DB shall notify OMT of any foreseeable Project work that requires interruption of primary airport facilities or infrastructure. Any such work shall be specifically identified on the Project Schedule, included with the DB Management Plan and discussed with the OMT and affected HAS representatives regarding the required notice period and actual scheduling of work.

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- C. Observation of Work by HAS or the OMT shall not be interpreted as relieving the DB from responsibility for coordination, superintendence, scheduling, and direction of the Work.
- D. Coordinate with the OMT to assure that Work on the Project site, access to and from the Project site, and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing facilities and property is minimized.

7.03 CONSERVATION

- A. The DB will coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. The DB will salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to the Contract Documents for disposition of salvaged materials that are designated as HAS's property.

7.04 PROJECT REPORTS

A. Daily Construction Reports

- 1. Prepare and submit within 24 hours of the end of each construction work day, Daily Construction Reports which record at a minimum, the following information describing the daily events, incidents, accomplishments, and general progress as well as environmental conditions on the Project:
 - a. Description of construction activities performed;
 - b. Meetings and significant decisions;
 - c. Accurately recorded high and low temperatures, and general weather conditions at the site, including the presence and quantity of rain, sleet, or snow, wind direction and speed, and the relative humidity;
 - d. Project security and safety compliance;
 - e. Unusual events (including the discovery of missing or damaged materials);
 - f. The list of all Subcontractors (of any tier) at the Project site;
 - g. The list of other contractors at the Project site;
 - h. The total number of all workers at the Project site, subdivided into:
 - i. The number of DB's workers at the Project site;
 - ii. The number of subcontractor workers at the Project site, by subcontractor, vendor, etc.
 - i. The DB and Subcontractors' equipment at the Project site;

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- j. Material deliveries for the Project by location of delivery;
- k. Quality related issues and Non-Conformance Reports.

B. Material Location Reports

- 1. At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at the Project site. The list shall be cumulative, showing materials previously reported plus items recently delivered. Include with the list a statement of progress and delivery dates for materials or items of equipment fabricated or stored away from the Project site.
- 2. For material stored off-site, the DB shall provide the address where fabricated equipment and materials are stored (see General Conditions for further requirements).

B. Field Condition Reports

- 1. Immediately upon discovery of a difference between field conditions and the Contract Documents, the DB shall prepare and submit a detailed report in accordance with the provisions of the Contract.

7.05 PROJECT MEETINGS

The person designated to make decisions binding on and on behalf of the DB, defined as the DB's Project Manager, shall attend all of the meetings described below. Meetings in addition to those described below may be required for special purposes as determined by the OMT.

A. Scheduling Conference

- 1. A separate scheduling conference is required during both Preconstruction and Design Phase and Construction Phase(s) of the Project.
- 2. Attendees: OMT, the DB's Key Management Personnel, Designer, major Subcontractors, and other major Consultants and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- 3. Agenda:
 - a. Introduction to the DB's scheduling team's qualified personnel that will develop and update the Project Schedule.
 - b. Content, format, and submittal requirements and reports.
 - c. Schedule for other concurrent work under HAS's separate contracts and coordination with other work and personnel.
 - d. Review time required for design and construction phase submittals and resubmittals.
 - e. Review time required for RFI's, Change Orders.

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- f. Regulatory Agency Reviews and Approvals.
 - g. Project logistics.
 - h. Requirements for tests and inspections by independent testing and inspecting agencies.
 - i. Time required for completion and startup procedures. List of Contract activities to be included in schedule. Procedures for updating schedule.
 - j. Project scheduling and document management software.
4. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment.
- B. Preconstruction Conference**
- 1. The OMT will schedule a preconstruction conference and organizational meeting, following the construction scheduling conference and before start of construction.
 - 2. Attendees: OMT, the DB and its Project Manager, Superintendent, Quality Control Manager, major Subcontractors, Designer, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
 - 3. Agenda: The purpose of the meeting will be to discuss items of significance that could affect progress, including the following:
 - a. Introduction/designation of Key Personnel and their duties
 - b. Procedures to be followed during performance of the Work
 - c. Construction phase schedule
 - d. Critical work sequencing and long-lead items
 - e. Phasing
 - f. Work restrictions
 - g. Work hours
 - h. Procedures for processing change requests
 - i. Procedures for requesting information (RFIs)
 - j. Procedures for testing and inspecting
 - k. Procedures for processing Applications for Payment

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- l. Distribution of the Construction Documents
 - m. Submittal procedures
 - n. Preparation of record documents
 - o. Use of the premises and if applicable, existing building(s)
 - p. Parking availability
 - q. Office, work, and storage areas
 - r. HAS occupancy requirements
 - s. Responsibility for temporary facilities and controls
 - t. Equipment deliveries and priorities
 - u. Safety
 - v. First aid and Local Emergency Response Plan
 - w. Security
 - x. Project in-progress site cleaning
 - y. Construction waste management
4. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment.
- C. Project Coordination and Logistics Meetings
- 1. The DB will schedule and administer coordination and logistics meetings among all parties affected by the Work, as required to effectively manage performance of the Project.
 - 2. Attendees shall include, but are not limited to, the OMT, DB, Designer, relevant Subcontractors, applicable Consultants and applicable, representatives of entities or Regulatory Agencies affected by or having jurisdiction over the Work plus stakeholders that will be affected by the Project.
 - 3. The DB shall plan ahead for work that requires approvals from regulatory agencies and other logistical considerations to allow for a reasonable review and preparation time.

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4. Refer to the Contract Documents for specific requirements on utility work and shutdowns, navigation and traffic impact plans, and other logistical and environmental mitigation or special construction work.
5. The DB shall develop an agenda incorporating all operational impacts identified in the DB's logistical and coordination plan into the Project Schedule to allow for at least thirty (30) days' notice before implementation of Work affecting normal operations of the premises Airport operations, unless more time is indicated in the Contract Documents or defined by the OMT.
6. The DB shall identify all oversized, over-weight, and/or long materials to be delivered to the Project site and shall define specific plans for the handling of these materials for review and acceptance by the OMT.
7. The DB shall identify long-lead materials and establish a plan to obtain the materials to not unnecessarily impact the Project Schedule.
8. Applications for Area Shutdown Request (ASR) and Utility Shutdown Request (USR) are required to be submitted by the DB at least 30 days prior to the proposed shutdown time, unless otherwise defined by the OMT based on the level of impact to the affected facilities. Primary airport infrastructure shutdowns will require longer notification periods, defined through coordination with the OMT and the affected parties. An ASR/USR meeting will be held with the DB and OMT and Airport Operations before any ASR is approved. Agenda for the meeting will include:
 - a. Review of current ASR and USR work as well as look-ahead scheduling for all project work. Provide appropriate narratives, schedules, documentation, and graphics to adequately describe planned work and to meet requirements of ASR and USR applications
 - b. Plans for forthcoming ASR and USR work,
 - c. Long-lead materials procurement plans,
 - d. Project coordination and logistics plan, and
 - e. Traffic control plan
9. The DB shall coordinate with HAS for identification and inclusion of HAS defined blackout periods within the Project Schedule.
10. Traffic Control Plans for impacts to vehicular traffic must be prepared by professionals in traffic management. The plans must meet HAS drawing standards and are required to support ASR applications. (See Division 01 55 26 Traffic Control for further requirements)
11. The DB is to publish minutes of the meetings. Minutes to include: topics discussed, alternatives considered, reasons that given alternatives were either discarded or adopted, attendees and copies as appropriate of documents distributed. Publish minutes within two days of the meeting to all attendees and to other appropriate parties as identified.

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D. Weekly Progress Meetings

1. The OMT will schedule and administer weekly progress meetings following Construction Phase NTP(s). The OMT will distribute agendas in advance of the meeting and minutes of each meeting to those in attendance. The DB shall coordinate the meeting agendas with the OMT for issuance.
2. Attendees: In addition to the OMT, the DB management team, applicable Subcontractors, plus other entities concerned with current progress or who are involved in planning, coordination, or performance of future activities.
3. Agenda: Agenda items include reviewing, correcting or approving minutes of the previous progress meeting and reviewing other items of significance that could affect Project progress. Topics for discussion shall be established as appropriate to the current status of the Project such as:
 - a. The DB's Four-Week Look-Ahead Construction Schedule and Overall Construction Schedule status.
 - b. Review the current and future needs of each entity present, including such items as:
 - c. Safety
 - d. Security
 - e. Four (4) week look ahead Schedule
 - f. Project Logs
 - g. Submittals
 - h. RFI's
 - i. Work Change Directives
 - j. Non-Conformances
 - k. Quality Control and Work standards
 - l. Traffic Control
 - m. Site utilization
 - n. Hours of Work
 - o. Temporary facilities and services
 - p. Temporary Erosion Control
 - q. Deliveries
 - r. Status of off-site fabrications

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- s. Project Costs: budget, commitment and progress payments.
 - t. Project Record File additions (Change Orders, meeting minutes, etc.)
 - u. Applications for Payment
 - v. Project Risks including:
 - 1) Hazardous conditions
 - 2) Hazardous materials
 - 3) Unforeseen conditions and potential impacts and mitigation measures.
 - 4) Major coordination or construction challenges that affect project's budget, schedule, or its environment (logistics, sequencing, traffic).
4. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT for review and comment within two (2) days of the meeting.
- E. Pre-Installation Meetings
- 1. The DB will conduct pre-installation meetings before each major construction activity or activity that requires coordination with others. The DB will develop a list and schedule for the OMT of all required meetings and scheduled dates. Dates of pre-installation meetings shall be identified on the Project Schedule.
 - 2. Attendees: The OMT, Consultants, DB management team and Subcontractors, equipment installer and representatives of manufacturers and fabricators involved in or affected by installation, and its coordination or integration with other materials and installations that have preceded or will follow the installation.
 - 3. The DB will review progress of construction activities affected by the installation and preparations for the particular activity under consideration at each pre-installation meeting. The review shall include, but not be limited to, requirements for the following, as applicable:
 - a. Applicable Construction Documents/Specifications
 - b. Manufacturer's recommendations
 - c. Governing regulations
 - d. Installation means and methods
 - e. Deliveries/site logistics
 - f. Space and access requirements/limitations
 - g. Existing facilities and Work protection

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- h. Possible conflicts
 - i. Temporary facilities
 - j. Time schedules
 - k. Weather limitations
 - l. Submittals and RFI's
 - m. Shop Drawings, product data, and quality-control sample
 - n. Review of mockups, as applicable
 - o. Compatibility of materials
 - p. Warranty requirements
 - q. Safety
 - r. Inspecting and testing requirements
 - s. Required performance results
 - t. Project records requirements
4. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment.
5. The DB shall not proceed with installation if the pre-installation conference cannot be successfully concluded. The DB shall initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the pre-installation conference at earliest feasible date.
- F. Monthly Progress Reviews**
- 1. In addition to the requirements of the Contract Documents, the DB will conduct project status review meetings on a monthly basis, or as otherwise needed to effectively and efficiently deliver the Project in accordance with the Contract Documents.
 - 2. The Monthly Progress Review meetings will be held in lieu of the Weekly Progress Meeting once each month and shall include the following agenda items in addition to the weekly meeting agenda topics, as required. Weekly meeting attendees shall be adjusted to reflect the Monthly meeting agendas.
 - 3. Attendees: The OMT, the DB's senior construction scheduler, project manager, general superintendent, Designer plus relevant subcontractors and Consultants.
 - 4. Purpose: Review of the Project progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the DB's published, updated and approved construction schedule. Determine how design

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and/or construction that is behind schedule will be expedited (including review of recovery schedules, as appropriate) and secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

5. Agenda: The intent of the meeting is to expand the weekly progress meeting agenda to include any proposed schedule revisions including, but not limited to, the following:
 - a. Delays to critical path and near critical path activities and actions taken or to be taken by the DB to mitigate the delays.
 - b. An analysis of any Project progress problem areas, current and anticipated delaying factors (causes) and their impacts, explanations of corrective action taken or to be taken, and any proposed schedule revisions to facilitate a recovery plan.
 - c. Revisions of any assumed activity durations including those due to conditions the DB deems to be outside their control.
 - d. Proposed Change Orders issued during the update period including any time impacts.
 - e. The resolution of conflicts between actual Work progress and schedule logic when out-of-sequence activities develop due to actual construction progress. DB shall submit revisions to schedule logic to conform to current job status and directions, without changing original activity identification.
6. Schedule Updating:
 - a. The DB will revise the actualized construction schedule after each monthly progress review meeting, where revisions to the schedule have been made or recognized. The DB will issue revised schedule concurrently with the minutes of each meeting. Upon acceptance by the OMT, schedule revisions submitted by the DB shall be incorporated into the Project Schedule in the next monthly update.
7. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment.

G. Safety Meetings

1. Within thirty (30) days after the Construction Phase NTP(s) but prior to commencement of field work activities, the DB will arrange a Safety Meeting with the OMT to review Project safety requirements.

H. Pre-Demolition Meetings

1. The DB shall schedule and administer meetings through the OMT for stakeholders affected by the Work prior to any demolition activities. Demolition work shall not start unless authorized by the OMT. In addition to addressing specific requirements of the proposed demolition Work to be undertaken, the DB shall include requirements of the "Project Coordination and Logistics Meetings" defined earlier in this section.

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I. Project Closeout Conference

1. The DB shall request a Project Closeout Meeting at a time convenient to the OMT, but no later than 90 days prior to the scheduled date of Substantial Completion. Refer to the defined requirements on Project Closeout for specific policy and procedure details. The OMT will conduct the meeting to review requirements and responsibilities related to Project Closeout, in accordance with the provision of Specification Section 01 77 00 Closeout.
2. Attendees: The OMT, the DB Management Team, including QC Manager, Senior Superintendent and Construction Manager, major Subcontractors, suppliers, and other concerned parties. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project Closeout including, as applicable, the following:
 - a. Preparation of as-built documents
 - b. Procedures required prior to inspection for Substantial Completion
 - c. Submittal of written warranties
 - d. Requirements for preparing sustainable design documentation, as applicable
 - e. Requirements for preparing operations and maintenance data and manuals
 - f. Requirements for demonstration and training
 - g. Preparation of DB's punch list
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment
 - i. Final Submittals procedures
 - j. Beneficial use requirements
 - k. Installation of HAS's equipment
 - l. Responsibility for removing temporary facilities and controls
 - m. Site cleanup and restoration
4. Minutes: The DB will record and distribute meeting minutes, regardless of whether someone else is also doing the same to facilitate verification of a complete and accurate understanding of the meeting. The minutes shall be issued to the OMT within two (2) days of the meeting for review and comment.

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SECTION 8 - DESIGN SUBMITTAL PRODUCTION STANDARDS

8.01 DEFINITIONS

- A. OMT BIM (Building Information Modeling) Manager leads BIM implementation and oversees the BIM application to the Program.
- B. Designer BIM Manager leads BIM implementation and oversight for the Designer.
- C. Design Build Contractor BIM Manager leads BIM implementation and oversight for the Design Build Contractor.
- D. Designer BIM Manager and Design Build Contractor BIM Manager may be represented by a single individual, the details will be defined in the BIM Project Execution Plan (BPxP).
- E. Design Model(s): created and developed by the Designer in order to develop the Project design.
- F. Construction Model(s): created by Design Build Contractor from the Design Model in order to develop and fulfill construction requirements.
- G. As-Built Model(s): prepared by the Design Build Contractor to show on-site changes to the original Construction Models.
- H. Record Model: the BIM model prepared by the Designer from the Design Model to reflect on-site changes that the Design Build Contractor noted in the As-Built Models.
- I. The BPxP defines BIM requirements which shall be performed during Project execution. The BPxP at a minimum shall include:
 - 1. Project information
 - 2. Key Project contacts
 - 3. Project goals / BIM uses
 - 4. BIM process design
 - 5. BIM information exchanges
 - 6. BIM and facility data requirements
 - 7. Modeling requirements
 - 8. Construction sequencing and cost loading (4D and 5D) requirements
 - 9. Collaboration procedures
 - 10. Coordination procedures
 - 11. Quality control
 - 12. Technological infrastructure needs
 - 13. Model structure

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14. Project BIM deliverables

15. Delivery strategy / contract

8.02 SCOPE

- A. The general scope of producing design submittals is to create technically accurate, highly developed computer models of the civil, utilities, architectural, structural, and building system elements for Preconstruction and Construction phases.
- B. The Designer BIM Manager and Design Build Contractor shall freely and openly exchange models and data within a collaborative BIM environment. Development of the models will be the composite efforts of the Designer and Design Build Contractor teams. The fundamental use and purpose of the model(s) will be to serve as a data rich legacy document for operations and maintenance management.
- C. The model(s) developed for the Project may be utilized for multiple purposes including, but not limited to: design, documentation, spatial coordination, interference checking, record drawings, and operations and maintenance. The extent to which BIM is used will be decided within the BPxP created collaboratively by the OMT, Designer and Design Build Contractor BIM Managers.
- D. The OMT BIM Manager, the Designer BIM Manager and the Design Build Contractor BIM Manager shall collaborate to develop the Project BPxP no later than thirty (30) calendar days after the Preconstruction NTP is issued.
- E. The BIM model shall include a high-level of detailed facility data, which consist of a set of intelligent elements for all discipline models. The facility data shall include all material definitions, quantities, and attributes that are necessary for the Project design. Each discipline will iteratively develop a highly detailed model to include all required systems as they will be built to ensure complete and accurate quantity take-offs of relevant construction materials at appropriate stages of the Project, and reflect final record conditions. The extent of details and data shall be defined by the BPxP.

8.03 BIM PRODUCTS

- A. Designer and Design Build Contractor, including all vendors, consultants, and any subcontractors/subconsultants, shall use the HAS approved Autodesk products including Civil 3D as the core product to develop the civil and site models and Revit as the core product to develop the building architectural, structural, and Mechanical/Electrical/Plumbing (MEP) models. Design deliverables such as PDFs and DWGs shall be directly generated from Civil3D and Revit.
- B. Designer and Design Build Contractor shall use Navisworks throughout the Project to coordinate the models and identify clashes.
- C. No member of the Project team shall update software without the permission of Director.
- D. Other secondary software usage shall be based upon mutual agreement and with approval by the Director.

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8.04 ORGANIZATIONAL ROLES

- A. Designer BIM Manager will be a key implementer and will take the lead in setting up and developing the models and in managing the technologies. Designer will be responsible for directing, developing, and coordinating the work of subconsultants and will ensure that subconsultants' BIM-based work products are seamlessly integrated into the Project Design Models and resulting Construction Documents. Designer BIM Manager will work closely with the Design Build Contractor and OMT to receive design phase feedback and transition the model to construction phase integration.
- B. The Design Build Contractor BIM Manager will work closely with the Designer BIM Manager to add value to the Design Model by providing feedback during design. The Design Build Contractor will determine when best to engage subcontractors. The Design Build Contractor BIM Manager will use the Design Model as the basis for developing Construction Models, shop drawings for fabrication and construction and will be responsible for the assembly and integration of subcontractor (trade) models with the Designer civil, utilities, architectural, structural, MEP/FP models, as appropriate to the Project scope.
- C. OMT BIM Manager will be the primary point of contact for BIM related issues, overseeing application of BIM technologies and ensuring that the model adheres to all internal and HAS-specific goals. OMT BIM Manager will lead the BPxP workshops and other BIM related meetings as determined in the BPxP and will oversee the application of the BPxP. OMT BIM Manager will also be responsible for archiving models and conducting reviews/audits of model deliverables.

8.05 BIM MODELS AUTHORSHIP

- A. In order to maximize effectiveness throughout the Project's planning, design, and construction phases, the BIM Design Model will be authored, maintained, and kept accurate at all times by the Designer's BIM Manager during design.
- B. Design Build Contractor BIM Manager will author, maintain, and keep accurate the Construction Model during construction. The Design Build Contractor BIM Manager will provide its information to the Designer BIM Manager for incorporation into the Design Model.
- C. Designer will retain control of the final Design Model. While the Design Model is an integral tool of design, it is imperative that the Design Model be monitored at milestones during the preconstruction and construction phases to assure the Design Model is being properly updated.
- D. As the Project proceeds through construction completion, the Designer BIM Manager in collaboration with the Design Build Contractor BIM Manager, will capture and track record conditions in BIM as each system is procured and installed. The Record Model will become a tool in streamlining startup activities. The completed Record Model will create the foundation for operations and maintenance, as well as a baseline for future facility modifications.

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- E. The Designer BIM Manager will oversee review of interference checking reports and note areas that require further coordination or redesign and will review all models for integrity and validate that Project facility data is populated.
- F. The Designer BIM Manager shall coordinate the Design Models to minimize or eliminate conflicts between design elements. Prior to every transmittal of design files, the Designer shall coordinate the Design Models and check for clashes between model elements using Autodesk Navisworks. The identified clashes shall be organized in an interference check report and issued to the Project Team with the transmittal.

8.06 INTERFERENCE CHECKS

- A. The Designer BIM Manager shall coordinate the BIM design models to minimize or eliminate conflicts between design elements during design phase. Prior to every transmittal of design files, the Designer BIM Manager shall coordinate the Design Models and check for clashes between model elements. Designer will be responsible for presentation and documentation of interference checks / clashes and resolutions. Specific processes, meetings, and reports will be defined in the BPxP workshops.
- B. The Design Build Contractor BIM Manager shall coordinate the Construction Models to minimize or eliminate conflicts between construction elements during the construction phase. Prior to every transmittal of construction files, the Design Build Contractor BIM Manager shall coordinate the construction models and check for clashes between model elements. The Design Build Contractor BIM Manager will be responsible for presentation and documentation of interference checks / clashes and resolutions. Specific processes, meetings and reports will be defined in the BPxP workshops.
- C. The Designer BIM Manager will oversee review of interference checking reports and note areas that require further coordination or redesign and will review the Design Model and Record Model for integrity and validate that Project facility data is populated.
- D. During construction, the Design Build Contractor shall keep the Designer current with any clashes or field changes affecting the Design Model throughout the construction phase. Designer shall support this effort as needed with updates provided in response to RFI's, HAS requested changes, and other design modifications affecting the Construction Model.
- E. Accompanying documentation shall be within the OMT document management software.

8.07 BIM DELIVERABLES

- A. Models shall be prepared using HAS approved Autodesk Suite of tools. Authoring tools shall be Civil3D and Revit. Various disciplinary models, as appropriate to the project scope, federates into an aggregate project model using Autodesk Navisworks software.
- B. After receiving the Design Build Contractor As-Built Models, Designer shall revise the Design Model to incorporate all addenda, all change orders, and modifications and deliver the final Record Model to HAS as part of project close-out documents. Design Build Contractor shall deliver all As-Built Models to HAS as part of project close-out documents.

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8.08 DRAWING CONVENTIONS FOR DOCUMENTATION

- A. HAS maintains CAD/ Geospatial Data Standards and Procedures, available on the HAS Fly2Houston website to address Airport Spatial Information System (ASIS) general requirements and CAD drawing standards.
- B. HAS maintains BIM Standards and Procedures, available on the HAS Fly2Houston website to address Airport Spatial Building Information Modeling general requirements.
- C. Project files are specific to the Project and must be organized to facilitate the production of Contract Documents, record documents, and facility management documents from many different files. Project files include building and site models, details, sheets, schedules, text, database, symbols, borders, title blocks, and other files created for the Project.

8.09 DESIGN SUBMITTAL FILE FORMATS

- A. Designer and Design Build Contractor shall submit drawings electronically at each formal submittal stage as follows:
 - 1. Civil3D files in .dwg native data rich format that were used to generate the drawing sheets
 - 2. Revit files in .rvt format that were used to generate the drawing sheets
 - 3. 2D and 3D files that were used to produce the design in their native format
 - 4. Project Manuals in native and PDF file format
 - 5. AutoCAD files in .dwg native format for each drawing sheet exported from BIM (Civil3d and Revit) model(s)
 - 6. PDF files for each of the drawing sheets exported from the BIM model
 - 7. Navisworks Files: The .nwc shall be exported from a 3D view that shows all 3D objects in the model without cropping and without 2D objects or 3D objects from references. An .nwf or .nwd that compiles all NWC files and contains the design coordination data. An interference check report (PDF or HTML) that shows the coordination progress
 - 8. All electronic format files delivery shall be within HAS document management software.
- B. Design Build Contractor shall submit to HAS printed half size design review sets and printed project manuals of each design phase submittal at each formal design review stage and at issue for pricing, construction, or permit stages. Numbers of review sets and copies of project manuals will be confirmed during Project execution.
- C. All electronic format file delivery shall be in accordance with the requirements of Specification, Section 01 33 00 Submittal Procedures.

**ATTACHMENT A
TSA-HPD BUNKER & K-9 FACILITY PROJECT
DESIGN-BUILD CONTRACTOR SCOPE OF SERVICES**

SECTION 9 - ENERGY AND SUSTAINABILITY

9.01 INTRODUCTION

- A. While sustainability and energy conservation are critical factors in the determination of system design concepts and in the selection of building materials, the City will not seek the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED™) certification for the Project. The DB; however, will be required to design the Project to include energy and sustainability measures as appropriate to the Project for the City's review, using the LEED™ Silver certification rating system for new building design and construction as a guide.

9.02 SUSTAINABLE MANAGEMENT PLAN

- A. HAS is in the process of developing a Sustainable Management Plans for their airports.
- B. The Airport may require the DB to incorporate the concepts in the final design or construction documents where feasible at the time of preparation of these documents.

9.03 LIFE CYCLE ANALYSIS

- A. The DB, shall perform Life Cycle Analysis (LCA) for the Project lifetime period as defined by the OMT (minimum 30-year service life) to select design alternatives related to all energy and water consuming devices and to select materials and finishes for total cost of ownership that reflects overall building operation and maintenance parameters that are the most cost effective and sustainable, for the applicable portion of the Project.

**ATTACHMENT A
TSA-HPD BUNKER & K-9 FACILITY PROJECT
DESIGN-BUILD CONTRACTOR SCOPE OF SERVICES**

- 1. Basis of Design**
- 2. Bridging Documents**
- 3. Design Criteria**

**ATTACHMENT B –BASIS OF DESIGN
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER
AND K-9 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

ATTACHMENT B

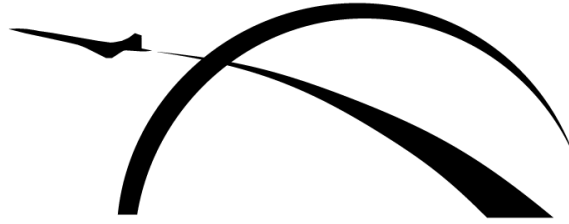
DESIGN-BUILD FOR THE RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY

DESIGN-BUILD

BASIS FOR DESIGN



Global Buildings
5985 Rogerdale Road
Houston, Texas 77072
Ph. 281-776-2500
Fax 281-776-2501



HOUSTON AIRPORT SYSTEM

City of Houston - Department of Aviation - Planning Design and Construction Division

BASIS OF DESIGN NARRATIVE

HAS ATF Explosive storage and K-9 Bunkers Site

PROJECT No.: PN 715B, LOA-056 [R2]

30% Design/Build Bridging Documents

Issued: June 28, 2019

Consultants:

Jacobs
Architect/MEP/Structural Engineering/Civil Engineering

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- III. Structural Narrative
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- VII. Electrical Narrative

APPENDICES

Appendix A – TxDOT Right-of-Way Maps

Appendix B – TxDOT Telephone Road Engineering Drawings (Drainage Area Maps)

Appendix C – TrueGrid Grass Heavy Load Specifications

Appendix D – HCAD Information

Appendix E – City of Houston Wastewater Capacity Reservation Application

Appendix F – City of Houston Public Works Water Meter Application

Appendix G – TxDOT Stormwater Management Program

I. Basis of Design Narrative

Introduction

The Houston Airport System (HAS) has identified an existing propose site to be used as a container dump site and as a training facility for K-9 dogs. This site will be a gated, fenced secured facility for the dump site using chain linking and electronic card readers. For additional security, the HPD office, K-9 area, and bunkers will have additional set of gates with card readers and chain link fencing surrounding their areas. The chain link and gates for the HPD office, K-9 area, and bunkers will incorporate privacy fence slats for additional security. Both sites will have security cameras at various locations.

The site currently has two existing house and a wall that will need to be demolished. Existing vegetation and debris from this site will need to be removed and properly disposed of. Depending on the site layout, existing trees may need to be removed and new trees planted to shield the site from public view. To reduce the need for detention, all roadways will incorporate the TrueGrid system and will be designed per Houston Fire department requirements for emergency fire apparatus.

The dump area will have two eight-yard dumpsters, one utilizing a ramp and one not. Both dumpsters are for city use only. For the HPD K-9 and bunker areas, there will need to be a 14'-0" X 60'-0" 840sf trailer custom trailer for officer and K-9 use. Off the trailer will be a 13'-6" X 20'-6" deck. Deck shall be ADA accessible and an optional deck covering that will need to be given as an alternate cost item. K- 9 kennels will be built to house four K-9 dogs. The units will be built of CMU and chain link with a chain link dog wash at the end. All kennels and dog wash area shall be built on a poured concrete slab and be covered by a metal canopy roof system. At the back of the K-9 kennels, chain link fencing and gate system will be used to enclose a 100' L x 49' W K-9 training/exercise area. The two explosive storage magazine use to hold various explosive training devices will be weather protected and housed in two separate metal building. Both building will be built on a poured concrete slabs and will be located on the site per Federal and State regulations.

II. Civil Infrastructure Narrative:

Overview

Project site is located along the Texas Department of Transportation (TxDOT)-maintained Telephone Road, address: 9311 Telephone Road, Houston Texas 77075, with Harris County Appraisal District Account Number: 028-059-000-0001 with Key Map location 575K (See Appendix E). Based on geographical location, the site is located within the City of Houston jurisdiction (within Harris County) with the storm sewer discharge controlled by the conditions of Telephone Road.

The site is 9.3957 acres governed by the National Flood Insurance Program Flood Insurance Rate Map number 58201C0895N, revision May 2, 2019 for areas of minimal flood hazard Zone X.

Drainage Assessment

According to the current effective FEMA floodplain maps with an effective date of 5/2/2019, the site is outside of the regulatory 100-yr and 500-yr floodplain. A portion of the project area, approximately 2.2-ac, drains through Texas Department of Transportation (TXDOT) storm sewer System 'A' along Telephone Road under existing condition. The rest of project area drains through a ditch along Old Telephone Rd to an unnamed channel within HAS property that drains into Berry Gully and eventually Berry Bayou.

Permits

Construction plans will need to be submitted to Harris County Engineering Department (HCED). Approval of construction plans is contingent on obtaining no-objection letter from HCFCD. A drainage study must be performed to demonstrate no-impact to adjacent properties and the receiving stream. A drainage report will be required to be submitted to Harris County Flood Control District (HCFCD). Upon approval of the drainage report, HCFCD will issue a no-objection letter. Verification is needed to determine if TXDOT will require to review/approve construction plans and/or drainage report.

Drainage Existing Conditions

The project area is flat and consists of mostly undeveloped area with two existing buildings and the access road to the buildings. The area is bound by Telephone Road on west side and undeveloped areas around the other sides.

Existing runoff is conveyed by two different drainage systems, TXDOT storm sewer system along Telephone Road (See Appendix A) on the west and a ditch network drains through a ditch along Old Telephone Rd to an unnamed channel within HAS property that drains into Berry Gully and eventually Berry Bayou. Based on TXDOT construction plan for Telephone Road, approximately 2.2-ac inside of the project area drains through TXDOT storm sewer system 'A' which is designed for 2-yr storm event and the allowable peak flows are approximate 3 cfs for A11, 1.8 cfs for A13, 3.9 cfs for A15, and 1.7 cfs for A17. The runoff from the rest of project area drains towards north into a ditch along Old Telephone Rd that outfalls into an unnamed channel within HAS property that drains east into Berry Gully and eventually Berry Bayou northeast of the project area. The site drainage information outside TXDOT area on the existing condition is based on review of aerial imageries. The existing site drainage condition is shown in Exhibit 1.

Hydrology

Jacobs recommends utilizing methods outlined by HCFCD in the Interim Guidelines and Criteria for Atlas 14 Implementation dated June 2019, the Policy Criteria and Procedure Manual (PCPM), and the Hydrology and Hydraulics Guidance Manual since the site is within the jurisdiction of Harris County Flood Control District. Jacobs recommends the Client to use the new NOAA rainfall data in the basis of design.

Small Watershed Hydrograph Method should be utilized to evaluate the hydrology for both existing and proposed conditions. Steps to performing the analyses include identifying the drainage area boundaries, percent impervious, direct runoff, and peak discharge from the existing and proposed conditions. The preliminary existing 100-yr peak runoff for the project area outside of TXDOT drainage area is approximate 19.1 cfs.

Hydraulics and Proposed Detention

Hydraulic modeling for both existing and proposed conditions should be utilized to study the storm water system, size the proposed detention pond outfall structures, and determine the peak water surface elevations and peak outfall rates from the proposed detention pond for the storm events required by HCFCD. Survey information outside of the project area will be required to determine if there is off-site flow that drains through the project area.

For the proposed condition, the flow drains through TXDOT storm sewer system under the design storm event should not exceed the designed allowable peak flow rate of TXDOT storm sewer system. The remainder of the proposed runoff will be drained to a detention pond and outfalls into the ditch network on the north. The proposed peak water surface elevation and flow at the outfall should not exceed the existing values to show no impact for the downstream areas due to the development of the project area.

Preliminary detention pond sizes will be based on the guidance as outlined in the Interim Guidelines and Criteria for Atlas 14 Implementation dated June 2019 with a minimum detention rate of 0.65 ac-ft per acre which results in a detention pond size of approximate 6.5 ac-ft. The ultimate estimated detention rate and size will be determined after the hydraulic design is complete.

If implementing gravity drainage becomes restrictive due to space constraints, pumping will be the alternative. The criteria on how the detention pond drains to the TxDOT storm sewer system will require topographic survey information of the system which will impact sizing of the pond outfall, the overall pond footprint and depth.

Potable Water and Wastewater Assessment

There is an existing 12-inch potable waterline along the West edge of the Telephone Road right-of-way (ROW) and an 8-inch potable waterline along the South edge of the Tavenor Lane ROW which are currently City of Houston-owned waterlines via the City of Houston Geographic Information and Management System (GIMS) Application Portal <http://www.gims.houstontx.gov/PortalWS/MainPortal.aspx> (See Exhibit 2).

City of Houston-owned 8-inch wastewater lines are also present within the Telephone Road ROW.

Initial step into procuring utility availability through the City of Houston will require submittal, review and approval of the Wastewater Capacity Reservation Application (See Appendix E) and the Public Works Water Meter application (See Appendix F) along with the associated impact and water meter fees. Availability of utilities will be presented to the owner by the City of Houston in the form of a Utility Availability Letter (UAL) which will indicate if there are existing or expire UALs for the site, the limits of utility availability and locations for the proposed utility tie-ins taking into consideration all proposed development or redevelopment.

Utility Plan Sheet C-200 shows one potential approved City of Houston utility tie-in. Final design of tie-ins will be dictated by the UAL.

Further checks with the City of Houston GIMS, illustrate the lack of available utilities for storm sewer provided by the City of Houston (See Exhibit 4).

Stormwater Management and Pollution Prevention Plan

Stormwater pollution prevention plan (SWPPP) and layout must comply with the Houston Airport System (HAS), City of Houston (COH), and Harris County Flood Control District/Harris County Engineering Department (HCED). Further compliance is anticipated for development with TxDOT ROW and shall follow guidelines (See Appendix G). SWPPP details are shown in

Sheets C-301 and C-302. Usage of TrueGrid Grass Infill for Heavy Loads (H-20/HS-20) shall be under the approval of the HAS, COH, HCFCD/HED, and TxDOT to mitigate any storm water detention requirements set forth by the governing agencies.

Other Site Development Features

Site development features on-site are shown in Sheet C-401: Fencing shall comply with HAS standards, parking standards shall be per COH standards, and driveway standards shall follow TxDOT standards.

Topographic features of the site were procured from the topographic survey performed by LandTech, Inc.

Further Recommendations

Development of this site must be accompanied by a geotechnical study stating recommendations for utility trenching, bedding and backfill, recommendations for flexible and/or rigid pavement sections, compliance with TrueGrid and other structural compaction requirements of any in-situ soil.

Initial wetlands investigation through the National Wetlands Inventory (NWI) illustrate no potential jurisdictional wetlands are present on-site (See Exhibit 5).

Design Alternatives

The project site currently sits in an area governed by the City of Houston and TxDOT. The proposed conditions of the site allows two design alternatives that may be submitted to the City of Houston and TxDOT for approval.

First design alternative is the use of the TrueGrid system, a system that depends highly on the permeability of the on-site soils. This measure of permeability will require the use of services from a licensed geotechnical engineer and will require multiple boring locations around and in the proposed site to accurately determine the viability of the TrueGrid system without the use of a detention pond. The geotechnical study findings are critical in determining if the existing soil meets the criteria for permeability measurement by the City of Houston and/or TxDOT. Furthermore, the findings of the report will be that of a standard geotechnical study plus specificity towards the need to achieve the amount of permeability to use the TrueGrid product.

The second design alternative is to provide a detention pond, drainage ditches and storm water piping to convey the increased stormwater flow towards the TxDOT or City of Houston controlled system. This alternative will require the services of a licensed geotechnical engineer to provide a standard geotechnical study pertaining to a site utilizing a detention pond.

Regardless of the design alternative selected, the services of a geotechnical engineer and the resulting geotechnical study produced is needed.

III. Structural Narrative

Design Criteria and References

- a) ACI 318-14; Building Code Requirements for Structural Concrete
- b) ACI 530-13; Building Code Requirements for Masonry Structures

- c) ASCE 7-2010; Minimum Design Loads for Buildings and Other Structures
- d) AWS, Welding Handbook
- e) ICC International Building Code (2015)
- f) AISC 360-10; Specification for Structural Steel buildings
- g) Steel Construction Manual, 14th Edition
- h) Steel Deck Institute, Diaphragm Design Manual (3rd Edition)

Functional and Technical Requirements

Design Loads

- a) Wind Load Design Criteria

Parameter	Value
Ultimate Design Wind Speed (3 Second Gust)	139 mph
Risk Category	II
Exposure Category	C

- b) Live Loads

Occupancy	Live Load
Magazine Building	150 psf
Dog Kennels	40 psf
Roof Live Load	20 psf

- c) Dead Loads:

Item	Dead Load
Suspended Electrical, Mechanical, Fire Protection	4 psf
Suspended Bottom Chord Miscellaneous	10 psf
Masonry Walls	42 psf

Structural Systems

- a) Structural Framing

The structural system for the buildings and canopies will be a pre-engineered metal building.

b) Foundation System

- The Magazine Building floor consists of an 8-inch thick (minimum) reinforced concrete slab-on-grade construction over prepared subgrade per recommendations of the geotechnical engineer. Drilled concrete pier will be utilized to support the steel columns. The exterior walls will be supported on pier supported concrete grade beams running between piers.
- The Dog Kennel floor consists of a 5-inch thick (minimum) reinforced concrete slab-on-grade construction over prepared subgrade per recommendations of the geotechnical engineer. Drilled concrete pier will be utilized to support the steel columns.
- Light pole pier has 24-inch diameter with minimum 8-feet embedment into the grade.

c) Design Considerations and Constructability

Concrete recommended for the slabs on grade and foundation system will be 3000 psi, Normal Weight, minimum compressive strength at 28 days. Fly ash (minimum percentage 15%) will be specified to improve concrete durability and strength. As required by weather and temperature conditions, superplasticizer will be recommended to improve slump and concrete workability. Retarder admixture shall be used as necessary to delay initial set and extend transportation time for concrete mix.

Materials

Concrete

- a) Concrete compressive strength is 3000 psi at 28 days, normal weight, with a maximum water/cement ratio of 0.45.
- b) Reinforcing steel yield strength, $F_y = 60$ Ksi, ASTM A615 Grade 60 (ASTM A706 for rebar requiring to be welded).

Structural Steel

- a) Wide Flange and WT Shapes: ASTM A992, $F_y=50$ Ksi
- b) Structural Tubing (Rectangular): ASTM A500, Gr. C, $F_y = 50$ Ksi
- c) Structural Tubing (Round): ASTM A500, Gr. C, $F_y = 46$ Ksi
- d) Column base plates: ASTM A36, $F_y=36$ Ksi
- e) All connection material, including bearing plates, gusset plates, stiffener plates and angles: ASTM A36, $F_y=36$ Ksi
- f) Edge angles, bent plates and miscellaneous steel plates: ASTM A36.
- g) All construction material and testing will be specified to the ASTM standards. Provide means of separation of dissimilar metals to avoid galvanic action/corrosion where required.

Masonry

- a) Compressive strength of concrete masonry (ASTM C90), $f'm = 1,500$ psi at 28 days
- b) Concrete Masonry Units to be lightweight (105 pcf), grade N, type 1, conforming to the latest edition of ASTM C90 with a minimum net area compressive strength of 1,900 psi.
- c) Masonry mortar shall be type S per ASTM C270. Mortar must have a minimum compressive strength of 1,800 psi at 28 days.
- d) Masonry grout shall have a minimum compressive strength of 2,000 psi at 28 days.

IV. Architectural Narrative

Site Demo

Located on this site are various building structures and a free-standing wall that will need to be removed. Contractor shall be responsible for obtaining the necessary asbestos report and permits before starting any work. Additionally, existing concrete (except drive entry/ exit), along with asphalt drive shall be removed and properly disposed of. Trees, shrubs, bushes, vegetation, and debris on the site shall be removed and properly disposed of. Contractor shall verify with owner as to which trees shall be removed and which trees shall remain.

For additional information, refer to sheet AD-101 which shows a preliminary demo site layout.

Site

The overall program includes two eight-yard dumpsters. One dumpster will have a 15' wide vehicle ramp leading to the dumpster. The ramp will have a maximum height of 7'-0" with a flat area at the top for offloading of trash to the dumpster and a set of double 7'-0" wide X 6'-0" tall chain-link gates at the start of the ramp. Wheel stop to be provided at the end of the ramp. For the second dumpster area, a set of double 7'-0" wide X 6'-0" tall chain-link gates will be used to enclose the eight-yard dumpster. Both dumpster sites will need to have 6" diameter, 5'-0" tall bollards filled with concrete and painted caution yellow.

The site will include a network of roads and parking. Parking will need to allow for one ADA accessible parking spot will need to be designed to comply with state and Federal ADA standards. The drive areas will utilize a TrueGrid system for drainage control. The roads will be designed to allow for commercial trash trucks and for emergency fire equipment. The width of the roads and radius of the curves shall comply with standard City of Houston Fire Department requirements.

Along the front of the property adjacent to the road, additional trees will be planted to allow for the screening of the property. Within the property there will be an additional chain-link fence system to separate the dump area site from the ATF Explosive storage and K-9 Bunkers Site. The chain-link fence shall be minimum of 9'-0" tall with a 1'-0" tall 45-degree outward extension using 3-strands of 12 gage four-point barbed wire attached. The fence base support shall be a minimum of 4'-6" deep and have a diameter of 12". For additional security, privacy slats will be used in the chain-link separation fence.

For security, various security cameras shall be installed along with card activated gate locks at both main entries and at both secondary gates used to secure and separate the HPD area of the site. Site lighting shall be placed at various locations as needed for night time use and security.

For additional information, refer to sheet AS-101 which shows a preliminary site layout.

Building

HPD Office Building

Applicable Codes

- a. The adopted building code is 2012 IBC with City of Houston Amendments.

The office building for HPD use will be a modified 14'-0" X 60'-0" 840sf trailer. The office building shall have two entry/exit areas exterior grade doors, a separate exterior grade door the water heater space, interior grade door for each room. Each office will have a 4'-6" wide X 5'-0" tall window and one each 4'-6" wide X 5'-0" tall window in the hallway and dog wash areas. The interior shall be configured to all for 3 separate office areas, and IT room, Kitchenette area, uni-sex restroom, dog wash area, and a storage room for the water heater. Office building shall be supplied with heating/cooling, lighting, electrical outlets, and plumbing. The design of the building shall comply with current City of Houston building codes and shall meet the current City of Houston International Energy Conservation Code (IECC).

Attached to the building shall be a 13'-6" X 20'-6" deck. The deck shall be supplied with code compliant railing along each side and shall have one set of stairs and shall be equipped with an ADA compliant ramp with handrails for access to the building. The bid shall include an option for the deck to be covered.

Equipment – HPD Office

Furniture and Equipment are owner furnished and contractor installed unless noted otherwise in the drawings or in the equipment schedule.

HPD Office Space Interior buildout will include:

1. (6) Hard walled offices with 2 chairs for each office space
2. (3) Offices workstations for each office space
3. (1) Dog tub and hot and cold running water and drainage
4. (1) Refrigerator, microwave, sink, and counter top for coffee maker in the kitchenette
5. (1) Toilet, toilet paper dispenser, lavatory sink, and soap and paper towel dispenser
6. (1) Electrical panel in IT / electrical room
7. (1) electric water heater in water heater space

For additional information, refer to sheet A-101 which shows a proposed layout plan.

Building(s)

Metal Magazine Building(s)

There are two metal building required for the housing of the Explosive magazine used at this site to train K-9 dogs. Each building shall require a concrete slab and a shared parking area.

The first metal building is a 20'-0" X 20'-0" 20'-0" eave height pre-engineered building for the housing of a 7'-0" X 7'-0" X 7'-0" magazine. The building shall be equipped with one 3'-0" man

door and one 10'-0" X 10'-0" roll up door. Building shall be provided with one GFI duplex outlet, one explosion proof interior light, and one exterior weather proof LED wall pack. This building must be located to meet all codes that govern storage of explosive material requirements. Building shall be pre-finished in color as selected by the owner.

The second metal building is a 20'-0" X 25'-0" 20'-0" eave height pre-engineered building for the housing of a 7'-0" X 7'-0" X 7'-0" magazine. The building shall be equipped with one 3'-0" man door and one 10'-0" X 10'-0" roll up door. Building shall be provided with one GFI duplex outlet, one explosion proof interior light, and one exterior weather proof LED wall pack. This building must be located to meet all codes that govern storage of explosive material requirements. Building shall be pre-finished in color as selected by the owner.

For additional information, refer to sheet AS-101 which shows a preliminary site layout.

K-9 Kennels

The K-9 kennels, dog wash area, and plumbing wall are located on a 48'-0" X 25'-5" concrete slab. This area shall be fenced in and will be cover by a metal canopy to provide weather protection to the K-9 dogs.

The K-9 kennels are designed to house four K-9 dogs in separate units. Each unit is constructed of CMU block and chain-link fencing. Dimensions of the units are 9'-4" L X 7'-8" W X 8'-8" H (CMU height is 6'-8" H with 2'-0" of chain-link fencing on top of the CMU). Attached to each unit is a CMU feeder box 4'-0" L X 4'-0" W X 4'-8" H. The feeder is equipped with a slanted galvanized covered top with a closing handle and universal gas spring supports on each side of the lid. Fencing fabric material and post are noted and shown on sheet A-201 of the provided sheets. Each unit shall be equipped with an overhead light, weather proof outlet, and a 180-degree swing 3'-0" X 8'-0" man gate with latch to service the kennels.

Located next to four kennels is the K-9 wash area. This area is made from galvanized pipe and chain-link fencing materials. The wash area is 9'-2" L X 5'-7" W X 8'-0" H and has a 180-degree swing 4'-0" X 8'-0" man gate with latch.

Located behind the feeder box at the edge of the slab is a 6'-8" L X 8" W X 3'-0" H (including 4" soap cap) plumbing wall made from 16" X 8" X 8" (nominal dimensions) CMU block. Plumbing wall shall be equipped with plumbing for a hose bib and hose reel for kennel washing.

For additional information, refer to sheet AS-101, A-102, and A-201.

K-9 Run-Out Area

Located behind the K-9 kennels, is the K-9 Run-Out area. This area is use for exercising and for the training of the K-9 dogs. The approximately size of the area is 100' L x 49' W. The area shall be fenced using chain-link fencing. The fencing shall be minimum of 9'-0" tall with a 1'-0" tall 45-degree outward extension using 3-strands of 12 gage four-point barbed wire attached. The fence base support shall be a minimum of 4'-6" deep and have a diameter of 12". For additional security, privacy slats will be used in the chain-link separation fence.

For additional information, refer to sheet AS-101 which shows a preliminary site layout.

V. Mechanical Narrative

Applicable Codes

- a) The adopted mechanical code is 2012 IMC with City of Houston Amendments.
- b) The adopted building code is 2012 IBC with City of Houston Amendments.
- c) ASHRAE 90.1-2013 with City of Houston Amendments.
- d) The new system will be designed to meet the HAS Standards for Design conditions.

Design Conditions

Location	Houston, TX
Summer Outdoor Design DB/WB	94.1/79.4 F
Winter Outdoor Design DB	32 F
Location Information	Climate Zone 2A

HVAC

- a) One DX Packaged Terminal Air Condition unit with electric heat and hot gas reheat will be ducted into the building. The HVAC unit may be provided with the manufactured office building or as a standalone system. The estimated capacity of the required equipment is 3 tons. Temperature control will be provided via one wall mounted thermostat. Humidity control will be provided via one wall mounted humidistat. The return air path will be plenum return.
- b) The ductwork will be rectangular constructed low-pressure class sheet metal as per the latest SMACNA Standards. The duct will be insulated. The insulation will be 1-1/2" foil faced fiberglass. Flexible duct will connect the diffusers to the sheet metal trunk ducts. Diffusers will align with the ceiling grid. Square plaque type diffusers will be utilized.
- c) Outside air will meet the City of Houston requirements for ventilation.
- d) Air is to be exhausted from the Toilet Room and Dog Wash as per the rates defined in 2012 IMC.
- e) All systems will be tested and balanced as per AABC standards.

AIR HANDLING UNIT SCHEDULE		
ITEM NUMBER	AHU-1	
OUTDOOR AIR	MIN AIR QUANTITY (CFM)	155
SUPPLY FAN	MIN AIR QUANTITY (CFM)	840
	ESP	1.0"
ELECTRICAL	VOLTAGE	240
	PHASE	1
ELECTRIC HEATING COIL	MIN HEATING CAPACITY	26 MBH
DX COILING COIL	LAT DB/WB (°F)	55.7/54.4
	MIN SENSIBLE CAPACITY	22 MBH
	MIN TOTAL CAPACITY	28 MBH
	NOM TOTAL CAPACITY	3 TON

- Provide with hot gas reheat.
- Provide with T-stat and humidistat and factory control system.
- Provide with motorized OA damper.
- Provide with GFCI outlet and disconnect.

EXHAUST FAN SCHEDULE		
ITEM NUMBER	EF-1	EF-2
SPACE SERVED	TOILET ROOM	DOG WASH
AIRFLOW (CFM)	75	40

VI. Plumbing Narrative

Applicable Codes

- The adopted plumbing code is the 2012 UPC with City of Houston Amendments.
 - The new system will be designed to meet the HAS Standards for Design conditions.

Plumbing Design: Office

- Domestic Water System
 - Connection to City domestic cold water will be provided. A 1-1/2" service connection will be required. A water meter and reduced pressure backflow preventer shall be provided. Hot water for hand washing and other uses will be provided with centrally located electric water heaters. Restroom sinks, kitchen sink and mop sink will utilize electric water heater. One hose bibb will be required in dog wash area.
 - The domestic cold water and hot water systems will be installed and insulated type "L" copper piping as per the HAS Standard.
 - Domestic water systems shall be disinfected in accordance with plumbing code.
- Sanitary Waste and Vent Piping
 - The sanitary waste and vent will be service weight cast-iron and will connect to the underground sewer system outside and adjacent to the space. The sanitary sewer outfall will be 4". Vents will go through the roof. Floor drains (restroom), floor sinks (dog wash), cleanouts, fixtures, and other items will be as per HAS requirements.

Plumbing Design: Kennel

- Domestic Water System
 - Connection to City domestic cold water will be provided. A 3/4" service connection will be required. Four hose bibs will be required.
 - The domestic cold-water systems will be installed and insulated type "L" copper piping as per the HAS Standards.
 - Domestic water systems shall be disinfected in accordance with plumbing code.
- Sanitary Waste and Vent Piping
 - The sanitary waste and vent will be service weight cast-iron and will connect to the underground sewer system outside and adjacent to the space. The sanitary sewer outfall will be 4". Vents will go through the roof. Trench drain to run the length of

the kennel area, cleanouts, fixtures, and other items will be as per HAS requirements.

ITEM NO.	TOTAL KW INPUT	GALLONS PER HOUR RECOVERY RATE 90° F RISE	STORAGE CAPACITY (GALLONS)	ELECTRICAL REQUIRED	STORED WATER TEMP
EWH-1	3	8	10	240V, 1Ø 60HZ.	110°

c) Fire Protection

- No fire suppression system is anticipated. The facility shall comply with Houston building code.

VII. Electrical Narrative

a) Electrical System

- Service
 1. A new overhead transformer will be provided by Centerpoint, which will provide 120/240V, 1-phase, 3-wire electrical service to the building. The electrical service is anticipated to come from existing overhead Centerpoint distribution line. Centerpoint service conductors will be routed from the secondary side of the pole mount transformer.
 2. Overhead conductors will be routed from the secondary side of transformer to a meter can through a service disconnect and meter to the building panel.
- Lighting
 1. Lighting will be as per HAS Standards. Controls will be utilized to manage the lighting. Occupancy sensors will be utilized in small rooms and back of house areas. Lighting power densities and controls will be as per the 2015 IECC with the City of Houston Amendments.
 2. Site lighting will be provided by LED area parking fixtures on 25 ft. poles.
 3. Typical offices will be 2'x2' LED fixtures.
 4. Egress/exit emergency lighting will be provided by unit mounted emergency battery packs.
 5. All wiring will be copper wiring routed in rigid type conduit.
 6. Light fixtures for the dog kennels and metal storage buildings will be 2' enclosed and gasketed LED strip fixtures.
- Data
 1. All data wiring will be in rigid type conduit in shop areas. All data to be per Houston Airport Standards. Refer to technology description for requirements.

- Fire Alarm System
 1. The space will have a new stand-alone addressable fire detection and alarm system installed throughout. Fire alarm detection and annunciation devices will be installed in accordance with NFPA 101, City of Houston, TDLR and any other applicable codes.
All fire alarm will be in rigid type conduit in accordance with Houston Airport System Standards

**ATTACHMENT C – SAMPLE CONTRACT
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER
AND K-9 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

SAMPLE CONTRACT

**SAMPLE TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE DEPARTMENT BUNKER AND K-9
FACILITY DESIGN BUILD AGREEMENT
SUBJECT TO CHANGE**

SAMPLE CONTRACT SUBJECT TO CHANGE:

DESIGN BUILD CONTRACT

BETWEEN

THE CITY OF HOUSTON

AND

[NAME OF CONTRACTOR]

FOR

**TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE
DEPARTMENT BUNKER AND K-9 FACILITY AT HOU**

PROJECT No. 761

CIP No. [____]

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- L Drug Policy Compliance Agreement
- M Certification of No Safety Impact Positions

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N Drug Policy Compliance Declaration

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Contract as of the Effective Date.

DESIGN BUILD CONTRACTOR:

CITY:

[NAME OF CONTRACTOR]

THE CITY OF HOUSTON, TEXAS

By: _____
Name:
Title:
Tax ID NO. _____

By: _____
Mayor

APPROVED:

ATTEST:

Mario C. Diaz
Director, Houston Airport System

By: _____
City Secretary

Chief Procurement Officer

APPROVED AS TO FORM:

COUNTERSIGNED:

Assistant City Attorney
L.D. File No. 0042000103001

City Controller

DATE COUNTERSIGNED:

Effective Date

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GUARANTY [IF A JOINT VENTURE]

[_____] and [_____] in order to induce the City of Houston to enter into this Agreement with [NAME OF JV], hereby irrevocably, unconditionally, jointly and severally guarantee the performance of all obligations and undertakings of [NAME OF JV] under this Agreement. [_____] and [_____] each acknowledges that it will benefit, directly or indirectly, from the Agreement and waives all legal and equitable defenses to the enforcement of this guaranty.

[_____]

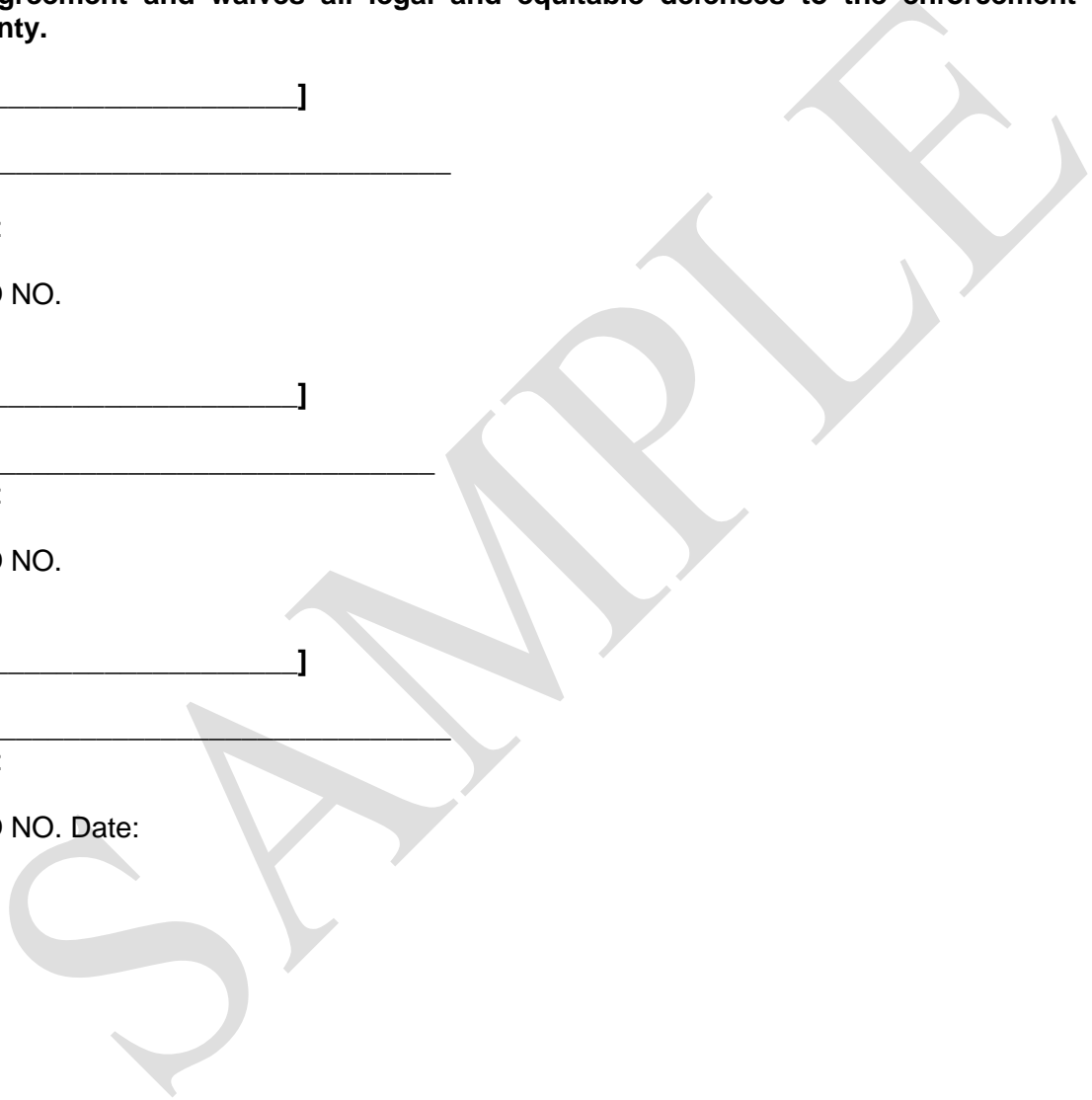
By: _____
By: _____
Name: _____
Title: _____
Tax ID NO. _____
Date: _____

[_____]

By: _____
Name: _____
Title: _____
Tax ID NO. _____
Date: _____

[_____]

By: _____
Name: _____
Title: _____
Tax ID NO. Date: _____



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**DESIGN BUILD CONTRACT
FOR TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE
DEPARTMENT BUNKER AND K-9 FACILITY AT IAH**

This **DESIGN BUILD CONTRACT** ("Contract") is entered into and effective as of the Effective Date, by and between the **CITY OF HOUSTON, TEXAS**, a home-rule city (the "City") and [] ("DESIGN BUILD CONTRACTOR"), a [] and authorized to do business in the State of Texas (each also referred to as "Party" individually or "Parties" collectively).

The City is: The City of Houston, Texas

Address for Written Notice: P.O. Box 60106, Houston TX 77205-0106

DESIGN BUILD CONTRACTOR is: []

Address for Written Notice: []

E-mail address: []

The Project is: []

Project Location: George Bush Intercontinental Airport

Project No: []

DESIGN-BUILD CONTRACTOR's Lead Design Firm Designer is:
[]

RECITALS

WHEREAS,

...

WHEREAS, pursuant to the Enabling Law, the City issued a Request for Qualifications ("RFQ") on [], [] in order to obtain Statements of Qualifications from design-build firms interested in being included on a shortlist of qualified design-build firms who would be invited to submit proposals for the performance of the design-build work necessary for the Project;

WHEREAS, in accordance with the requirements and criteria for selection set forth in the RFQ, the City on [], 2020, selected [] design build firms (including the DESIGN BUILD CONTRACTOR) for inclusion on its shortlist of qualified design-build firms;

WHEREAS, pursuant to the Enabling Law, the City issued a Notification to Short-listed Proponents on [], 2020, requesting each design build firms to submit Technical and Price Proposals;

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WHEREAS, each of the qualified design build firms, including the DESIGN BUILD CONTRACTOR, submitted a proposal (comprising a sealed technical proposal and a separate sealed cost proposal) on [_____], 2020;

WHEREAS, following the review and selection process established in the RFP and based on the evaluation criteria and scoring formula set forth in the RFP, the City selected the DESIGN BUILD CONTRACTOR as the highest ranked design build firm among the qualified design build firms that submitted proposals in response to the RFP;

WHEREAS, on [_____], 2020, the City initiated negotiations with the DESIGN BUILD CONTRACTOR, which negotiations have concluded with this Agreement;

WHEREAS, the City desires to receive, and the DESIGN BUILD CONTRACTOR desires to provide, design-build services for the Project in accordance with the terms and conditions of this Contract;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the Parties herein named, it is agreed as follows:

ARTICLE 1. THE PROJECT

1.1 Project Description. As of the Effective Date, City intends to construct the Project, at IAH, as set forth in **Exhibit “B”**. The date of Substantial Completion for the Construction Phase will be established when and if the Director accepts DESIGN BUILD CONTRACTOR’s Guaranteed Maximum Price proposal.

ARTICLE 2. CONTRACT DOCUMENTS AND INTERPRETATION

2.1 Contract Documents. The “Contract Documents” comprise :

- 2.1.1 this Contract and all Exhibits;
- 2.1.2 any GMP Amendment;
- 2.1.3 any Change Order or other Modification or Amendment;
- 2.1.4 any Notice to Proceed; and
- 2.1.5 any Construction Drawings and Specifications.

2.2 Interpretation. The Contract Documents are intended to be complementary, and what is set forth in any one document is as binding as if set forth in each document. The Parties recognize that Amendments and Modifications may provide for specific modification to the terms and conditions of other Contract Documents, in which case, the modified terms and conditions shall govern, as expressly set forth in the Amendment or Modification. However, all terms and conditions of such other Contract Documents that are not expressly modified or deleted by an Amendment or

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Modification shall remain in effect. **Section 2.3** shall govern matters of interpretation related to the applicability, stringency, and consistency of the Contract Documents, which are included among the Contract Standards. Unless stated otherwise in this Contract, if a conflict between the sections of this Contract and the exhibits arises, the sections control over the exhibits.

2.3 Applicability of Contract Standards. The DESIGN BUILD CONTRACTOR shall be obligated to comply only with those Contract Standards which are applicable in any particular case. Where more than one Contract Standard applies to any particular performance obligation of the DESIGN BUILD CONTRACTOR hereunder, each such applicable Contract Standard shall be complied with. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern. In the event of any inconsistency among the Contract Standards, the DESIGN BUILD CONTRACTOR shall notify the Director. The Director's determination as to the applicable standard shall be binding.

2.4 Defined Terms. Capitalized terms used in the Contract Documents have the meanings set forth in **Exhibit "A"**. Further interpretation provisions are set forth in **Exhibit "A"**.

ARTICLE 3. GENERAL PERFORMANCE REQUIREMENTS

3.1 Reliance. The DESIGN BUILD CONTRACTOR acknowledges and agrees that the City is entering into this Contract in reliance on the DESIGN BUILD CONTRACTOR's expertise with respect to the performance of the Work. The Project will serve an essential public service and will be critically important to enable the City to continue to meet its needs and obligations. The DESIGN BUILD CONTRACTOR shall perform the Work in accordance with the Contract Standards to further the interests of the City and the Project.

3.2 Scope of the Work. The Scope of the Work or "Scope of Work" is divided into Preconstruction and Construction Phase Services as more thoroughly described in **Exhibit "B"**. The DESIGN BUILD CONTRACTOR recognizes that, notwithstanding this division, the components of the Work may overlap and agrees to perform the Work in accordance with the applicable Contract Standards. Except as authorized under a CGMP Amendment, in no event will the DESIGN BUILD CONTRACTOR commence performance of any construction prior to the issuance of a Notice to Proceed following the GMP Amendment Date.

3.3 Information Provided by or on Behalf of the City. The City makes no representation or warranty with respect to any information provided to the DESIGN BUILD CONTRACTOR by or on behalf of the City in connection with this Contract. The DESIGN BUILD CONTRACTOR shall assess all risks related to the Project and independently verify and confirm all information supplied to it by or on behalf of the City and upon which the DESIGN BUILD CONTRACTOR elects to rely in connection herewith. Except as may reasonably be requested by the DESIGN BUILD CONTRACTOR, expressly permitted by this Contract and General Conditions, and provided there is no resulting increase to the GMP or the Contract Time (unless otherwise agreed by the Director in his sole discretion), DESIGN BUILD CONTRACTOR, and expressly established in the GMP), shall have no right to relief hereunder, or to make any claim against the City, or to seek any adjustment to compensation or the Contract Times as the result of any error, omission, or insufficiency relating to any information provided to the DESIGN BUILD CONTRACTOR by or on behalf of the City in connection with this Contract.

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3.4 Related Projects. The DESIGN BUILD CONTRACTOR acknowledges that the City may undertake other capital projects at or near the Project (“Related Projects”) and agrees to accept the obligations of the DESIGN BUILD CONTRACTOR concerning the Related Projects, as set forth in the General Conditions. Nothing in the Contract Documents shall be interpreted as granting the DESIGN BUILD CONTRACTOR exclusive occupancy of the Project Site. The DESIGN BUILD CONTRACTOR must ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded for any Related Project(s).

3.5 Responsibility for Personnel and DESIGN BUILD CONTRACTOR-Related Entities. All obligations of the DESIGN BUILD CONTRACTOR hereunder shall be performed by DESIGN BUILD CONTRACTOR-Related Entities (subject to the limitations established herein) who are qualified to perform the specific services and meet all licensing and certification requirements of Applicable Law. The DESIGN BUILD CONTRACTOR shall be fully responsible, in accordance with the terms and conditions of the Contract Documents, for all Work performed by all DESIGN BUILD CONTRACTOR-Related Entities. The DESIGN BUILD CONTRACTOR shall, as between itself and the City, be responsible and liable to the City for, and not relieved of, its obligations under the Contract Documents by, the acts, omissions, breaches, defaults, non-compliance, negligence, wilful misconduct, or other legal fault of each DESIGN BUILD CONTRACTOR-Related Entity and all references in this Contract to any act, omission, breach, default, non-compliance, negligence, wilful misconduct, or other legal fault of the DESIGN BUILD CONTRACTOR will be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence, wilful misconduct or other legal fault committed by any other DESIGN BUILD CONTRACTOR-Related Entity.

3.6 Key Personnel. The DESIGN BUILD CONTRACTOR acknowledges that the identity and commitment of certain key management and supervisory personnel proposed by the DESIGN BUILD CONTRACTOR in its Proposal were material factors in the selection of the DESIGN BUILD CONTRACTOR to perform this Contract. Such personnel, their affiliations, and their anticipated roles in the performance of the Work are set forth in **Exhibit “D”**. The DESIGN BUILD CONTRACTOR shall utilize such personnel to perform such services unless such personnel are unavailable for good cause shown. “Good cause shown” shall not include performing services on other projects for the DESIGN BUILD CONTRACTOR or any of its Affiliates, but shall include termination for cause, employee death, disability, retirement, or resignation. In the event of any such permissible unavailability, the DESIGN BUILD CONTRACTOR shall utilize replacement key management and supervisory personnel of equivalent skill, experience, and reputation. Any on-site personnel change shall be proposed to the Director with reasonable advance notice (no less than 30 days) for the Director’s review and approval, which shall not be unreasonably withheld or delayed. The Director may exclude from the Project any personnel performing Work if the Director, acting reasonably, determines that an unworkable relationship has developed between the City and the individual.

3.7 Designated Representative. The individual identified in **Exhibit “D”** as the “Designated Representative” shall, until further designation under this Section, act as the designated representative of the DESIGN BUILD CONTRACTOR with respect to this Contract and shall coordinate with the Director as to administrative matters under this Contract. The DESIGN BUILD CONTRACTOR may replace the individual designated as its representative under this Contract from time to time by written notice to the Director, subject to the reasonable approval of the Director. The DESIGN BUILD CONTRACTOR shall replace the individual designated as its representative under this Contract at any time upon written notice by the Director in the Director’s reasonable discretion.

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Any individual designated as the representative of the DESIGN BUILD CONTRACTOR under this Contract shall have sufficient qualifications and experience to serve as the DESIGN BUILD CONTRACTOR's representative hereunder and shall be vested with the authority to act on behalf of the DESIGN BUILD CONTRACTOR, to receive notices on behalf of the DESIGN BUILD CONTRACTOR, to make binding decisions with respect to the performance of the Work, and to bind the DESIGN BUILD CONTRACTOR with respect to any certification to be made by the DESIGN BUILD CONTRACTOR hereunder. The designated representative shall be the Director's primary contact for the performance of the Work and shall be available, as required, for the benefit of the City and the Project.

3.8 Meetings. Meetings are to be conducted in the manner described in the Contract Documents unless otherwise agreed in writing by the Director.

ARTICLE 4. PRECONSTRUCTION SERVICES

4.1 Generally. The DESIGN BUILD CONTRACTOR shall render and perform the Preconstruction Services for the City in accordance with **Exhibit "B"** and all other applicable Contract Standards. The DESIGN BUILD CONTRACTOR's responsibility for the Preconstruction Services includes the responsibility to employ or subcontract with (subject to the limitations established herein) the necessary professionals (including architects, if applicable), technicians and engineers, properly qualified, licensed and skilled in the various aspects of the Preconstruction Services, and to perform all services reasonably inferable from the description of the Preconstruction Services. The Design-Build Contractor will perform services for this Project under a Three-Phase delivery method. The three phases consist of:

Phase 1 – New Facility Design & Permitting Services and Telephone Road Site Buildings Demolition: This phase will commence shortly after award of the Contract and upon issuance of a Notice to Proceed (NTP) by the City and in accordance with the accepted PRICE PROPOSAL for Design, Permitting, and Demolition Services. The culmination of this service will include negotiation of a Guaranteed Maximum Price (GMP), design and permitting services for the new facility, and demolition of the existing residences & small warehouse on Telephone Road in accordance with the Scope of Work. Phase 1 includes design and permitting activities for the new facility, demolition of the existing residences & small warehouse on Telephone Road, and some site preparation work.

Phase 2 – New Construction Services: The Phase 2- Construction NTP is constrained by the requirement to establish a Guaranteed Maximum Price (GMP) for the Project at 60% completion of Design. Therefore, Phase 2 will commence only upon issuance of building permits by the City and will be completed in accordance with the Scope of Work. Phase 2 of construction includes the build out of the new facility on Telephone Road, site work, and any other required items for complete buildout and full occupancy.

Phase 3 – Remaining Relocation of Existing Facilities and Site Restoration

Construction Services: Phase 3 will commence after receipt of certificate of occupancy for Phase 2. Phase 3 of construction includes relocation of the existing bunkers and trash chute to the new Telephone Road facility, demolition and removal of the existing fencing, bunker material, gravel and asphalt access road, site concrete, trash chute, and restoration & drainage of the area to a green field site similar to the adjacent Southwest Airlines lease property.

4.2 Notices to Proceed. The DESIGN BUILD CONTRACTOR shall commence performing Preconstruction Services upon the date specified in a Notice to Proceed with Preconstruction Services issued by the Director. The DESIGN BUILD CONTRACTOR is not entitled to reimbursement for any costs incurred for performance of Preconstruction Phase Services incurred prior to the performance before issuance of a Notice to Proceed. The DESIGN BUILD CONTRACTOR acknowledges that the Preconstruction Services are segregated into discrete tasks associated with the advancement of the Preconstruction Services, as identified in **Exhibit “B”**, and that a Notice to Proceed with Preconstruction Services may be limited to certain specifically identified tasks. The City will therefore have the right to issue multiple Notices to Proceed with respect to Preconstruction Services, identifying the Preconstruction Services tasks to be performed by the DESIGN BUILD CONTRACTOR.

4.3 Existing Conditions. DESIGN BUILD CONTRACTOR acknowledges that it was afforded unrestricted access to the existing improvements and conditions on the Project Site and it has thoroughly investigated those conditions. The results of DESIGN BUILD CONTRACTOR’s investigation shall be deemed to be taken into account in establishing the Guaranteed Maximum Price of the Work. Therefore, DESIGN BUILD CONTRACTOR may not make and is not entitled to any claim for any adjustment to the Contract Time, Preconstruction Phase Services Fee, or the GMP arising from Project conditions that DESIGN BUILD CONTRACTOR discovered or, in the exercise of reasonable care, should have discovered in DESIGN BUILD CONTRACTOR’s investigation of the Project site.

4.4 Design Errors and Omissions. Before proceeding with the Construction Phase Services, DESIGN BUILD CONTRACTOR shall review the Drawings, Specifications, and other Construction Documents and notify the Director of any errors, omissions, or discrepancies in the Construction Documents of which it is aware. DESIGN BUILD CONTRACTOR is responsible for discovering and correcting any defect, error, omission, conflict, inconsistency, failure to comply with the Contract Documents, or lack of clarity in the Construction Documents. DESIGN BUILD CONTRACTOR shall be responsible for all costs, including the cost of redoing or remedying the Work and time delays resulting from any defect, error, omission, conflict, inconsistency, lack of clarity, or failure to comply with the Contract Documents in the Construction Documents.

4.5 Additional Preconstruction Phase Services

4.5.1 Provision of Additional Preconstruction Services shall apply only when necessary, as determined by the Director in his sole discretion and as authorized in writing by the Director related to the purpose of the Agreement, and when sufficient funding is allocated for such services. City, as provided in **Article 9** of the Agreement, shall pay for the following Additional Preconstruction Phase Services, in addition to the

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compensation for Basic Preconstruction Services, if authorized by the Director in writing:

- 4.5.1.1. Provide financial, feasibility or other special studies;
- 4.5.1.2. Provide planning surveys, site evaluations, environmental studies or comparative studies of prospective sites;
- 4.5.1.3. Prepare special surveys, studies and submissions required for approvals by governmental authorities or others having jurisdiction over the Project;
- 4.5.1.4. Provide services relative to future facilities, systems, and equipment that are not intended to be constructed during the Contract Administration Services;
- 4.5.1.5. Provide detailed estimates of construction cost beyond the scope based on current area, volume, or similar unit costs as required in the Contract Documents (but providing estimating to prepare the GMP proposal is part of Basic Preconstruction Phase Services);
- 4.5.1.6. Provide analyses of owning and operating costs, or detailed quantity surveys, inventories of material, equipment, and labor;
- 4.5.1.7. Make revisions in drawings, specifications, or other documents when the revisions are inconsistent with written approvals or instructions previously given, or during Construction Documents Phase, making revisions to Construction Documents required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of the Construction Documents or due to other causes not within the control of DESIGN BUILD CONTRACTOR;
- 4.5.1.8. Prepare Drawings, Specifications, supporting data and provide other services in connection with a change to approved Construction Documents to the extent that such services are in excess of the Basic or other Additional Pre-Construction Services required of DESIGN BUILD CONTRACTOR pursuant to the Contract Documents, as determined by the City Engineer in his sole discretion; provided that such changes are not necessitated by an act or omission of DESIGN BUILD CONTRACTOR. In the event a Change Order is caused by an act or omission of DESIGN BUILD CONTRACTOR, DESIGN BUILD CONTRACTOR is required to prepare the Drawing, Specifications, and supporting data at no expense to City;
- 4.5.1.9. Provide land survey services to supplement any legal description and site information provided by City, and to include, but not be limited to, as applicable to the Project, grades of streets, alleys, pavements, adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, contours of the site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, as well as information concerning available services and utility lines both public and

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private, above and below grade, including inverts and depths, in accordance with the Project requirements. DESIGN BUILD CONTRACTOR, if authorized by the Director, shall commission a signed and sealed survey prepared by a registered land surveyor acceptable to the Director;

4.5.1.10. Provide geotechnical investigation and engineering services beyond that required for the design of the Project in Basic Preconstruction Phase Services. Such services may include, as applicable to the Project, test borings, test pits, soil bearing values, percolation tests and similar investigations and engineering services with reports and appropriate recommendations in accordance with the Project requirements. DESIGN BUILD CONTRACTOR, if authorized by the City Engineer, shall commission the completion of a signed and sealed geotechnical investigation by a registered geotechnical Subcontractor acceptable to the Director;

4.5.1.11. Provide cultural resource reconnaissance or surveying services as defined in the General Rules of Practice and Procedures, Chapter 41 of the Texas Antiquities Committee, to supplement the site information provided by City and to identify potential historic or prehistoric sites in the Project areas affected by improvements planned as part of the Project. Performance of the reconnaissance, if authorized by the City Engineer, shall be in accordance with procedures promulgated by the Texas Antiquities Committee in conformance with the Antiquities Code of Texas, and signed by a professional archaeologist acceptable to the Texas Antiquities Committee and the Director. For the purpose of this Agreement, the Director is authorized to approve the archaeologist's permit applications for the cultural resource reconnaissance or surveys on behalf of City;

4.5.1.12. Provide data processing and photographic production techniques when used in connection with another Additional Preconstruction Phase Service; and

4.5.1.13. Any other Additional Preconstruction Phase Services mutually agreed to by Director and DESIGN BUILD CONTRACTOR.

4.6 Ownership and Use of Work Products.

4.6.1 DESIGN BUILD CONTRACTOR conveys and assigns to the City its entire interest and full ownership worldwide in and to any work, invention, notes, plans, computations, data bases, tabulations, exhibits, reports, underlying data, photographs and other work products, and any modifications or improvements to them (collectively "Documents"), and the copyrights, patents, trademarks, trade secrets, and any other proprietary rights therein (collectively "Proprietary Rights") that DESIGN BUILD CONTRACTOR, its agents, employees, contractors, and Subconsultants (collectively "Authors") develop, write, or produce under this Contract (collectively "Works").

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- 4.6.2 The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director, DESIGN BUILD CONTRACTOR shall place a conspicuous notation on any Works which indicates that the City owns the Proprietary Rights.
- 4.6.3 DESIGN BUILD CONTRACTOR shall execute all documents required by the Director to further evidence this assignment and ownership. DESIGN BUILD CONTRACTOR shall cooperate with the City in registering, creating, and enforcing Proprietary Rights arising under this Contract. If DESIGN BUILD CONTRACTOR's assistance is requested and rendered under this Section, the City shall reimburse DESIGN BUILD CONTRACTOR for all out-of-pocket expenses it incurs in rendering assistance, subject to the availability of funds. On termination of this Contract, or if requested by the Director, DESIGN BUILD CONTRACTOR shall deliver all Works to the City. DESIGN BUILD CONTRACTOR shall obtain written agreements from the Authors which bind them to the terms in this Section.
- 4.6.4 All Works developed, written, or produced under this Contract for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; or an atlas, are "works made for hire."
- 4.6.5 DESIGN BUILD CONTRACTOR may retain copies of the Documents for its archives. DESIGN BUILD CONTRACTOR shall not otherwise use, sell, license, or market the Documents.
- 4.6.6 Confidentiality: Design-Build Contractor, its agents, employees, contractors, consultants and Subconsultants shall hold all City information, data, and Documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Design-Build Contractor, its agents, employees, contractors, and Subconsultants shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Design-Build Contractor shall obtain written agreements from its agents, employees, contractors, consultants and Subconsultants which bind them to the terms in this Section.

ARTICLE 5. GUARANTEED MAXIMUM PRICE PROPOSAL

5.1 GMP Submittal. The Design-Build Contractor shall take all appropriate measures in accordance with 49 C.F.R. 1520 and other applicable laws to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information ("SSI") that may come into the Design-Build Contractor's possession as a result of this Contract.

5.2 CGMP. The Parties anticipate that there may be some phases of Construction that are ready for commencement before the GMP Amendment Date. In addition to the Advanced Packages set forth in **Exhibit "B"**, the DESIGN BUILD CONTRACTOR may recommend such phases or elements of the Construction ("Advance Packages") to the Director, as appropriate, during performance of the Preconstruction Services. The Director shall have the sole discretion to authorize an Advance Package pursuant to this Section and **Exhibit "B"** but has no obligation to enter into any CGMP

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Amendment. Prior to any such authorization, the DESIGN BUILD CONTRACTOR shall provide the Director with a CGMP Submittal in accordance with Section 5.3 and **Exhibit “F”**.

5.3 CGMP Submittal. The DESIGN BUILD CONTRACTOR shall prepare and submit the CGMP Submittal in accordance with **Exhibit “F”** and all other applicable Contract Standards. In the event the Director believes the CGMP Submittal does not comply with the requirements of the Contract and **Exhibit “F”**, the Director shall provide written notice to the DESIGN BUILD CONTRACTOR of any additions, corrections, or revisions required to achieve such compliance. The DESIGN BUILD CONTRACTOR, without any increase in the Preconstruction Phase Services Fee, shall promptly take all necessary rectification action, making multiple re-submittals, if required.

5.4 CGMP Negotiation and Execution. If the Director agrees to authorize the commencement of a portion of Construction under a CGMP Submittal, the DESIGN BUILD CONTRACTOR and Director shall negotiate and enter into a CGMP Amendment. A CGMP Amendment at a minimum shall incorporate and definitively address all of the items identified in **Exhibit “F”** and shall contain any other commercial terms and conditions specific to the Advanced Package (but shall not alter the terms and conditions of this Contract). Advanced Packages may be structured in a manner that provides for the commencement of the related Construction at any time determined by the Parties.

5.5 CGMP Amendment. If the Director determines to accept the CGMP Submittal, following negotiations at the election of the Director in his sole discretion and subject to approval by the Director, the Parties will enter into the CGMP Amendment and the CGMP Amendment Date will be established hereunder. Subject to the appropriation of funds, the Director has the authority to enter into a CGMP Amendment. Upon the Director’s approval of a CGMP Amendment, the CGMP Amendment shall become a part of this Contract for all purposes.

5.6 Complete Pricing. It is the intention of the Parties that each CGMP Submittal, and any associated CGMP Amendment, includes complete pricing for the Work to be performed thereunder. Accordingly, all such amounts in CGMP Amendments shall be excluded in determining the Cost of the Work for the GMP Amendment. The Construction Services Fee, however, is intended to and shall be applicable to all construction whether performed as part of the CGMP Amendment or otherwise with the Construction Services. The Parties acknowledge and agree that the Preconstruction Services Fee and the Construction Services Fee were negotiated by the Parties prior to the Effective Date and included in the Contract as executed on the Effective Date and shall not be the subject of the CGMP and/or GMP Submittal or the CGMP and/or GMP Amendment.

5.7 CGMP Compensation. The City shall pay the CGMP for the Advanced Package Work to the DESIGN BUILD CONTRACTOR for Work properly performed and completed pursuant to the terms of the CGMP Amendment in accordance with, and subject to the limitations contained in this Contract, notwithstanding the fact that no GMP Amendment will be in effect at the time the Parties execute a CGMP Amendment. City agrees to release all retainage related to Advanced Package Work when DESIGN BUILD CONTRACTOR completes the CGMP Work pursuant to the CGMP Amendment terms. All related Warranties, as applicable, for Work performed under the CGMP will commence upon substantial completion of the CGMP Work, notwithstanding any other provision in this contract.

5.8 GMP Submittal. The DESIGN BUILD CONTRACTOR shall prepare and submit the GMP Submittal in accordance with **Exhibit “F”** and all other applicable Contract Standards. In the event

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the Director believes the GMP Submittal does not comply with the requirements of the Contract including **Exhibit “F”**, the Director shall provide written notice to the DESIGN BUILD CONTRACTOR of any additions, corrections, or revisions required to achieve such compliance. The DESIGN BUILD CONTRACTOR, without any increase in the Preconstruction Services Fee, shall promptly take all necessary rectification action, making multiple re-submittals, if required.

5.9 GMP Amendment. If the Director determines to accept the GMP Submittal, following negotiations at the election of the Director in his sole discretion and subject to approval by the City Council, the Parties will enter into the GMP Amendment and the GMP Amendment Date will be established hereunder and thereupon the Construction Services shall commence. Upon City Council approval, the GMP Amendment shall become a part of this Contract for all purposes.

5.10 Failure to Reach a GMP. In the event the City rejects the GMP Amendment, the City, in its sole discretion, may direct the DESIGN BUILD CONTRACTOR at no additional cost to the City, to adjust the design and/or scope to attempt to bring the Guaranteed Maximum Price to an amount acceptable to the City or the City may elect to end its attempt to reach an agreement with the DESIGN BUILD CONTRACTOR. In the event DESIGN BUILD CONTRACTOR’s scope of work is reduced by the Director, then the Director and DESIGN BUILD CONTRACTOR shall attempt to negotiate a new GMP. In the event the City elects to end its attempts to reach an agreement with the DESIGN BUILD CONTRACTOR, the DESIGN BUILD CONTRACTOR does hereby assign all rights to any agreement with DESIGN BUILD CONTRACTOR to the City effective upon written notice of acceptance by the City to the DESIGN BUILD CONTRACTOR. The City shall be entitled to use any intellectual property developed by or on behalf of DESIGN BUILD CONTRACTOR for this Project for the completion, maintenance, and further development of the TSA-HPD Bunker & K-9 Facility, or for any other purpose, without additional compensation to DESIGN BUILD CONTRACTOR.

ARTICLE 6. CONSTRUCTION SERVICES

6.1 Generally. The DESIGN BUILD CONTRACTOR shall render and perform Construction Services for the City in accordance with **Exhibit “B”**, **Exhibit “C”**, and all other applicable Contract Documents, Standards and Codes. The DESIGN BUILD CONTRACTOR’s responsibility for the Construction Services includes the responsibility to employ or subcontract with (subject to the limitations established herein) the necessary professionals (including architects, if applicable) technicians and engineers, properly qualified, licensed and skilled in the various aspects of the Construction Services, and to perform all services reasonably inferable from the description of the Construction Services.

6.2 Notices to Proceed. The DESIGN BUILD CONTRACTOR shall commence performing Construction Services upon the date specified in a Notice to Proceed with Construction Services issued by the Director. The DESIGN BUILD CONTRACTOR acknowledges that the Construction Services are segregated into discrete tasks associated with the advancement of the Preconstruction Services, as identified in **Exhibit “B”**, and that a Notice to Proceed with Construction Services may be limited to certain specifically identified tasks. The City will therefore have the right to issue multiple Notices to Proceed with Construction Services, identifying the Construction Services tasks to be performed by the DESIGN BUILD CONTRACTOR.

6.3 The DESIGN BUILD CONTRACTOR warrants, represents, covenants, and agrees that all of the services to be performed by it under or pursuant to this Contract shall be of at least the standard

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and quality which prevail among similar businesses and organizations with knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the Project, including the performance of work in a high volume and international airport with ongoing operations.

6.4 The DESIGN BUILD CONTRACTOR's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the City or the Director nor shall the DESIGN BUILD CONTRACTOR be released from any liability by reason of such approval by the Director, it being understood that the City at all times is ultimately relying upon the DESIGN BUILD CONTRACTOR's skill and knowledge in performing the services required hereunder.

6.5 The DESIGN BUILD CONTRACTOR warrants, represents, covenants, and agrees that the DESIGN BUILD CONTRACTOR and all persons connected with the DESIGN BUILD CONTRACTOR directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

6.6 The DESIGN BUILD CONTRACTOR warrants, represents, covenants, and agrees to notify Director in writing within five days of encountering, of anything within its knowledge which it discovers of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the DESIGN BUILD CONTRACTOR (by the City or any other party) which the DESIGN BUILD CONTRACTOR considers in its opinion to be unsuitable, improper, inaccurate, or defective in any way in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from the DESIGN BUILD CONTRACTOR's responsibilities or obligations hereunder in any case where such document or data is furnished unless the DESIGN BUILD CONTRACTOR advises City in writing that in DESIGN BUILD CONTRACTOR's opinion such document or data and any requests made therein for action are unsuitable, improper, inaccurate or defective, and City confirms in writing that it wishes the DESIGN BUILD CONTRACTOR to proceed in accordance with the documents or data as originally given. DESIGN BUILD CONTRACTOR shall suspend that portion of the Work affected by the reported discrepancy until clarification is received. If DESIGN BUILD CONTRACTOR does not suspend work, any increase in cost as a result, including the necessity to perform any re-work, shall be borne by DESIGN BUILD CONTRACTOR and not be reimbursable under this Contract. Notwithstanding the foregoing DESIGN BUILD CONTRACTOR shall be responsible for all errors and omissions and lack of coordination in its own documents and the documents created by those working for DESIGN BUILD CONTRACTOR.

6.7 The DESIGN BUILD CONTRACTOR warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder in the most expeditious and economical manner consistent with the requirements of the Contract Documents.

6.8 In accordance with and not as an expansion of the time limitations set forth in the General Conditions, the DESIGN BUILD CONTRACTOR warrants, represents, covenants, and agrees that it shall, at its own cost, make good any errors or omissions in the Preconstruction Services and Construction Services it performs as soon as the DESIGN BUILD CONTRACTOR becomes aware of such errors or omissions or is notified of such errors or omissions. Should the DESIGN BUILD CONTRACTOR refuse or neglect to make good such errors or omissions within a reasonable time after receiving written notice requesting such remedial work, then the City shall be entitled to make good such errors or omissions at the expense of the DESIGN BUILD CONTRACTOR. This commitment by DESIGN BUILD CONTRACTOR is in addition to, and not in substitution for, any other remedy for errors

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or omissions in the Preconstruction Services and Construction Services which the City may have at law or in equity.

6.9 DESIGN BUILD CONTRACTOR shall attend training on HAS Project Management System and utilize that system for the numbering and tracking for all Work records, including, Modifications, requests for information, submittals and supplementary instructions, and shall provide updated records, including meeting minutes, at each meeting with City as requested. The numbering system shall be consistent with the HAS project management system.

6.10 Subcontracts or other agreements shall conform to the applicable payment provisions of the Contract Documents and shall not be awarded based on cost plus a fee without the prior written consent of Director.

6.11 DESIGN BUILD CONTRACTOR shall require its Subcontractors who have not competitively bid to disclose to Director their markups (both overhead and profit), estimates, and costs calculated in their bids or incurred or expected in sub-subcontracts and the Work performed, including any Change Order Work, for the assessment of reasonableness by the Director.

6.12 DESIGN BUILD CONTRACTOR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to DESIGN BUILD CONTRACTOR by the terms of the Contract Documents, and to assume toward DESIGN BUILD CONTRACTOR all the obligations and responsibilities that DESIGN BUILD CONTRACTOR, by these Documents, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, DESIGN BUILD CONTRACTOR shall require each Subcontractor to enter into similar agreements with sub-subcontractors. DESIGN BUILD CONTRACTOR shall make available to the Director and to each proposed subcontractor prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. DESIGN BUILD CONTRACTOR shall provide City with a copy of each subcontract agreement upon request.

6.13 Each subcontract agreement is assignable by DESIGN BUILD CONTRACTOR to City on acceptance by the Director of the assignment. DESIGN BUILD CONTRACTOR agrees to execute such additional documents as City may request to confirm such assignments. DESIGN BUILD CONTRACTOR shall include a provision in each subcontract agreement recognizing the rights of City pursuant to the foregoing contingent assignment. Despite such acceptance by City of any such assignment, City shall not be liable for anything under such subcontract prior to the acceptance by City of the assignment or for any liability of DESIGN BUILD CONTRACTOR to the Subcontractor. Acceptance of any such assignment shall not relieve DESIGN BUILD CONTRACTOR or the Subcontractor of their responsibilities and liabilities for any Work performed prior to City's acceptance of such assignment.

6.14 Nothing contained in the Contract Documents shall create any obligations or liabilities owed by City to any Subcontractor or Supplier. Except as may be required by law, City shall have no

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liability or responsibility for the performance or nonperformance of any Subcontractor, Supplier, or consultant, even if City designated, required, identified or approved such Subcontractor, Supplier, consultant, or sub-consultant of any tier.

6.15 DESIGN BUILD CONTRACTOR is an independent contractor and not an agent of City. DESIGN BUILD CONTRACTOR shall be liable to City for acts and omissions that result in a breach of the obligations herein of DESIGN BUILD CONTRACTOR and DESIGN BUILD CONTRACTOR's Subcontractors and Suppliers of any tier, and their agents, employees and parties in privity of contract with any of them and anyone acting on behalf of any of them, and any other persons performing any of the Work directly or indirectly under contract with DESIGN BUILD CONTRACTOR, including any design professionals and their consultants and sub-consultants of any tier.

6.16 DESIGN BUILD CONTRACTOR and any of its design professionals, consultants, the Subcontractors and Suppliers and their agents and employees warrant that the information provided to City about the qualifications, including financial information and past performance, is accurate, has not materially changed, and does not omit information that would materially affect those qualifications and that DESIGN BUILD CONTRACTOR is financially sound, fully solvent, and experienced in and fully qualified to perform the type of Work to be performed under this Contract.

6.17 DESIGN BUILD CONTRACTOR represents that it has: (a) visited the Project site, (b) taken such other steps as may be necessary to ascertain the nature and location of the Work and the general and local conditions that affect the Work or the cost thereof, and (c) investigated the labor situation, including the availability of all necessary labor and material.

6.18 DESIGN BUILD CONTRACTOR shall coordinate with other Contractors and projects on or around the Project site, as well as the Project Team or other HAS staff, and to minimize disruptions to normal airport operations.

6.19 Without diminishing the other obligations of DESIGN BUILD CONTRACTOR, DESIGN BUILD CONTRACTOR represents and agrees that it will perform its services under no circumstances with less than the usual and customary standards of DESIGN BUILD CONTRACTOR's profession or business and in compliance with all Applicable Laws and in strict accordance with the Contract Documents. DESIGN BUILD CONTRACTOR agrees to correct in a timely manner and as may be directed by the Director and to bear the full cost of correcting DESIGN BUILD CONTRACTOR's Work and services that are not in strict conformance with the Contract Documents or Applicable Laws or that are otherwise defective or negligently performed, those of its Subcontractors, Suppliers, and consultants, and any related damages or other harm. The term defective work or similar terms when used in the Contract Documents include Work that is not in strict conformance with the Contract Documents. DESIGN BUILD CONTRACTOR agrees to perform Work required by the Contract Documents in a good and workman-like manner.

6.20 DESIGN BUILD CONTRACTOR represents and agrees to perform its services under the Contract Documents in an expeditious and economical manner consistent with good business practices and the interests of City in accordance with the Project Schedule reflected in **Exhibit "I"**.

6.21 DESIGN BUILD CONTRACTOR represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Contract.

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6.22 Except for the obligations of City set forth in this Contract, City has no liability to DESIGN BUILD CONTRACTOR or to anyone claiming through or under DESIGN BUILD CONTRACTOR by reason of the execution or performance of this Contract.

6.23 DESIGN BUILD CONTRACTOR shall give all required notices and comply with all Applicable Laws. The Work, including documents that are the responsibility of DESIGN BUILD CONTRACTOR, shall be in accordance with all Applicable Laws. If DESIGN BUILD CONTRACTOR otherwise performs any Work that is contrary to Applicable Laws, DESIGN BUILD CONTRACTOR shall correct such Work at its expense and shall be liable for all costs, delays, and damages attributable thereto, including any damage to other Work or other property arising from or relating to the corrective Work.

6.24 DESIGN BUILD CONTRACTOR shall establish, implement, and follow a quality control program for the Work during all Construction Services. DESIGN BUILD CONTRACTOR shall provide Director with a copy of the written quality control program.

6.25 DESIGN BUILD CONTRACTOR shall provide Value Engineering suggestions to Director. Whenever the term “Value Engineering” is used in conjunction with this Contract or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any Value Engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.

6.26 DESIGN BUILD CONTRACTOR shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the Director, inspectors, and with other Contractors in every way possible. The Director shall determine the areas in which the DESIGN BUILD CONTRACTOR and Contractors shall work in the event of a disagreement, and the DESIGN BUILD CONTRACTOR shall cooperate in such processes and decisions. The DESIGN BUILD CONTRACTOR shall have a competent Superintendent and safety professional on the Work at all times when construction is being performed, who is fully authorized as his/her agent on the Work. The Superintendent shall be capable of reading and fully understanding the plans and specifications and schedules, shall receive and fulfill instructions from the Director, and shall be present at the Work site at all times while Work is in progress.

6.27 The City will be performing additional work with other Contractors as well as continuing with its normal airport operations on or near the Work covered by this Contract. When separate contracts are let within the limits of any one project, DESIGN BUILD CONTRACTOR shall conduct its Work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. DESIGN BUILD CONTRACTOR shall cooperate with other Contractors, City consultants, design professionals, City employees, and others as directed by the Director. In the event an interference cannot be reasonably avoided, DESIGN BUILD CONTRACTOR shall notify the City before the Work is impacted to resolve the interference.

6.28 DESIGN BUILD CONTRACTOR shall arrange its work and shall place and dispose of the materials being used so as to not interfere with the operations of other Contractors within the limits of the same project. DESIGN BUILD CONTRACTOR shall join its work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

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6.29 Subject to the obligations to cooperate with the City and Contractors with respect to contemporaneous operations and proximity at the Project site including, without limitation, relocating work areas, the DESIGN BUILD CONTRACTOR remains solely responsible for its means, methods, techniques, sequences and procedures and safety programs in connection with its Work.

6.30 DESIGN BUILD CONTRACTOR acknowledges that the Project site is, and at all times during the Work will be, within or around critically important areas of the operational airfield at IAH. DESIGN BUILD CONTRACTOR agrees that at all times when any forces are mobilized to strictly adhere to rules and instructions regarding permitted activities and physical locations on the airfield given by any authorized HAS personnel. Such instructions will include, without limitation, demobilizing from Work areas on minutes' notice to allow aircraft movement; coordination of phased work areas to keep aircraft paths open and operational; vigilant cleaning and removal of all foreign object debris caused by its Work from any areas on which aircraft may travel. DESIGN BUILD CONTRACTOR agrees and warrants that all delays and disruptions within the reasonable contemplation of those knowledgeable of airfield operations (including absolute deference to aircraft operations) caused by such adherence to rules and instructions or coordination for activities as specified herein have been taken into account in preparing the Guaranteed Maximum Price and that DESIGN BUILD CONTRACTOR will not seek any increase in the Guaranteed Maximum Price or the Contract Time on account of such adherence and coordination. DESIGN BUILD CONTRACTOR agrees that the City's needs arising from its ongoing airport operations as described herein has been expressly contemplated by DESIGN BUILD CONTRACTOR and shall not constitute active interference by the City.

6.31 All Subcontracts shall be awarded in accordance with the applicable provisions of *Texas Government Code* Chapter 2269, Subchapter H through a process overseen by the Project Team. DESIGN BUILD CONTRACTOR shall notify Director in advance in writing of the identities of all Subcontractors with which it intends to subcontract. DESIGN BUILD CONTRACTOR shall not subcontract with any Subcontractor to which Director has a reasonable objection in accordance with *Texas Government Code* Chapter 2269, Subchapter G. A notice of intent to employ a particular Subcontractor shall be given by the DESIGN BUILD CONTRACTOR to the City as to permit Director adequate time for review of the prospective Subcontractor without delay to the Project and to allow time for DESIGN BUILD CONTRACTOR to make substitute selections, but in no event shall such notice be given less than 10 days before the intended subcontract date. If Director has a reasonable objection to a proposed Subcontractor, DESIGN BUILD CONTRACTOR shall propose another against whom Director has no reasonable objection. DESIGN BUILD CONTRACTOR. DESIGN BUILD CONTRACTOR shall not be required to subcontract with any Subcontractor to which it has reasonable objection. When DESIGN BUILD CONTRACTOR's Subcontractors for constructing the Work have been identified, they shall not be changed without Director's prior written approval, which shall not be unreasonably withheld. DESIGN BUILD CONTRACTOR shall not incur any Subcontract costs prior to issuance by City of a Notice to Proceed for such Work. If the bidding process does not result in the selection of a subcontractor who is acceptable to the Director, the Director may ask the DESIGN BUILD CONTRACTOR to submit a proposal for the specific portion of work for approval.

6.32 The DESIGN BUILD CONTRACTOR shall (1) submit pricing for any proposed self-performed Work in the same manner as all other Subcontractors (2) perform self-performed Work in accordance with the same terms and conditions as its other Subcontractors, and (3) account for self-performed Work in the same manner as if the Work had been performed by other Subcontractors. In order to afford the City with maximum flexibility and the opportunity to achieve the best value, the

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DESIGN BUILD CONTRACTOR shall not self-perform any work to which the Director has a reasonable objection.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Liquidated Damages Generally. Additional liquidated damages provisions are set forth in Article 9 of the General Conditions.

7.2 Failure to Achieve Milestones. DESIGN BUILD CONTRACTOR and City agree that failure to achieve the Project milestones in this Section by the dates set forth in the agreed upon Guaranteed Maximum Price proposal will cause damages to City and that actual damages from such harm are difficult to estimate accurately. Therefore, DESIGN BUILD CONTRACTOR and City agree that DESIGN BUILD CONTRACTOR and Surety are liable for and shall pay to City the amounts below per Day, on a cumulative basis, as liquidated damages and not as a penalty, for each and every Day or portion of a Day of delay beyond the milestone dates established in the approved Guaranteed Maximum Price proposal for the Project. DESIGN BUILD CONTRACTOR and City agree that the amounts of liquidated damages fixed in this Section are reasonable forecasts of just compensation for harm to City resulting from DESIGN BUILD CONTRACTOR's failure to achieve the milestones set forth herein. These liquidated damages shall be City's sole remedy for damages from delay by DESIGN BUILD CONTRACTOR except that City shall be entitled to recover all of its actual, direct, and consequential damages in the event liquidated damages are determined to be unenforceable, and City shall also be entitled to City's remedies under Article 14 of the General Conditions. Liquidated damages for each of the Project milestones are as follows:

- 7.2.1 Final Completion of Phase 1 - Preconstruction Phase, Design Phase, Permitting, Demolition, and Construction Services necessary to complete Phase 1: Phase 1 Milestone: \$----- per Day. The milestone duration is 60 Calendar Days from the date of the Phase 1 - Notice to Proceed.
- 7.2.2 Final Completion of Phase 2 - Construction Administration Services and Construction Services necessary to complete construction of the new TSA-HPD Bunker & K-9 Facility: Phase 2 Milestone: \$----- per Day. The milestone duration is 120 Calendar Days from the date of the Phase 2 Notice to Proceed.
- 7.2.3 Final Completion of Phase 3 - Construction Services necessary to complete the relocation, demolition, and restoration of the existing bunker storage magazines and trash dump area: Phase 3 Milestone: \$----- per Day. The milestone duration is 30 Calendar Days from the date of the Phase 3 Notice to Proceed.
- 7.2.4 The maximum aggregate liquidated damages assessed to the DESIGN BUILD CONTRACTOR for Construction Services shall not exceed 100% of the DESIGN BUILD CONTRACTOR's Fee established by the estimated Cost of the Work until a GMP is established and thereafter it shall be 100% of the DESIGN BUILD CONTRACTOR's fee calculated against the GMP.

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- 7.2.5 The maximum aggregate consequential damages (excluding damages for delay, whether liquidated or otherwise) which shall be recoverable against the DESIGN BUILD CONTRACTOR shall not exceed 100% of the DESIGN BUILD CONTRACTOR's Fee established by the estimated Cost of the Work until a GMP is established and thereafter it shall be 100% of the DESIGN BUILD CONTRACTOR's fee calculated against the GMP.
- 7.3 High Sulfur Diesel Fuel Usage.** The DESIGN BUILD CONTRACTOR and City agree that incidents of high sulfur diesel fuel usage by DESIGN BUILD CONTRACTOR will cause damages to City and that actual damages from such harm are difficult to estimate accurately. Therefore, DESIGN BUILD CONTRACTOR and City agree that DESIGN BUILD CONTRACTOR and Surety are liable for and shall pay to City the amount stipulated in this Section as liquidated damages. DESIGN BUILD CONTRACTOR and City agree that DESIGN BUILD CONTRACTOR and Surety are liable for and shall pay to City, as liquidated damages and not as a penalty, the amount equal to \$----- per diesel operating vehicle or piece of motorized equipment per incidence of high sulfur diesel fuel usage per Day. DESIGN BUILD CONTRACTOR and City agree that the amount of liquidated damages fixed in this Section is a reasonable forecast of just compensation for harm to City resulting from an incident of high sulfur diesel fuel usage. An incident of high sulfur diesel fuel usage as used herein means use of fuel in breach of the General Conditions. DESIGN BUILD CONTRACTOR and City agree that in the event the amount of liquidated damages set forth in this Section are held to be unenforceable for any reason, City shall be entitled to recover its actual direct damages, if any, resulting from incidence of high sulfur diesel fuel usage as may be authorized by the laws of Texas.
- 7.4 Liquidated Damages for CGMPs and Phased GMP's if authorized.** The Director shall issue a separate Notice to Proceed or Change Order for each phase of Design and Construction and each phase of Design and Construction shall have a separate substantial completion date and a separate liquidated damages amount, as appropriate and detailed herein.

ARTICLE 8. TIME

8.1 Time of the Essence. Time limits stated in the Contract Documents are of the essence. DESIGN BUILD CONTRACTOR is responsible for schedule development and updating and reporting throughout the Project, including Preconstruction Services and Construction Services. DESIGN BUILD CONTRACTOR shall comply in all regards with requirements set forth in the Contract Documents. The anticipated date for submitting a GMP shall be the date specified in the Preconstruction Services Notice to Proceed. The Contract Time is 210 Calendar Days from Notice to Proceed for Preconstruction Services to Final Completion of the Work, excluding the GMP approval period (which is the time from DESIGN BUILD CONTRACTOR submission of the GMP Submittal to Notice to Proceed for Construction Services unless extended by Change Order).

- 8.1.1 A phase of Construction shall be deemed to commence on the Date of Commencement of the Work specified in a Notice to Proceed for a phase of Construction after approval of the CGMP or GMP proposal.

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- 8.1.2 DESIGN BUILD CONTRACTOR shall achieve Final Completion of the Work on or before the date agreed to in the GMP Submittal, subject to time extensions granted by Change Order.
- 8.1.3 THE TIMES SET FORTH FOR COMPLETION OF THE WORK IN THE NOTICE TO PROCEED WITH CONSTRUCTION AND THE GMP SUBMITTAL ARE AN ESSENTIAL ELEMENT OF THIS CONTRACT.

8.2 The DESIGN BUILD CONTRACTOR shall complete all services in accordance with the completion dates set forth in the Preconstruction Services Schedule (Exhibit “E”), as such dates may be adjusted in accordance with the General Conditions. The DESIGN BUILD CONTRACTOR recognizes that the Preconstruction Services Schedule is of the essence and that the City shall be entitled to the recovery of damages from the DESIGN BUILD CONTRACTOR as set forth in Article 7.2.1 for the DESIGN BUILD CONTRACTOR’s failure to comply with the Preconstruction Services Schedule, subject to the terms and conditions of the Contract Documents.

ARTICLE 9. CONTRACT COMPENSATION

9.1 General Payment Requirements.

- 9.1.1 In addition to the payment terms set forth in this Article, the general requirements for payment, including the procedures and timing for the Applications for Payment, for DESIGN BUILD CONTRACTOR’s Services are set forth in Article 9 of the General Conditions.
- 9.1.2 As of the Effective Date, the maximum amount payable to the DESIGN BUILD CONTRACTOR under this Contract is as follows:

Preconstruction and Design Services Price:

Preconstruction Services

DESIGN BUILD CONTRACTOR’s Pre-Construction Services Fee: \$ _____

Lump Sum – Design Services from 30% Design Development to 100% Construction Documents \$ _____

Construction Services Price:

Lump Sum – Construction Administration Services Fee \$ _____

Construction Services \$ _____

DESIGN BUILD CONTRACTOR’s Fee percentage: _____%

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Agreed Cost of the Work (including Owner Controlled Contingency and Insurances) \$

- 9.1.2.1. The DESIGN BUILD CONTRACTOR shall plan and design the Project in such a manner that the Agreed Cost of the Work does not exceed the sum of \$----- without the express written approval of the Director. The Agreed Cost of Work may be increased or decreased by the Director, in his sole discretion.
- 9.1.2.2. The DESIGN BUILD CONTRACTOR shall monitor and participate in updating the Probable Cost of the Work throughout the design process. If at any time the Probable Cost of the Work, for all work designed and specified, exceeds or becomes likely to exceed the updated Agreed Cost of the Work, the DESIGN BUILD CONTRACTOR shall immediately notify the Director. Upon becoming aware that the Probable Cost of the Work will exceed the current Agreed Cost of the Work, the Director, in his sole discretion, may by written notice: (i) increase the Agreed Cost of the Work (ii) reduce the scope, or (iii) require a re-design of the Project by DESIGN BUILD CONTRACTOR until such time as the Probable Cost of the Work is less than or equal to the Agreed Cost of the Work.
- 9.1.2.3. There shall be no increase in the DESIGN BUILD CONTRACTOR's compensation for any such re-design to maintain the Agreed Cost of the Work.
- 9.1.2.4. For purposes of **Section 9.1.2**, inclusive of all sections therein, no person other than the Director may provide written authorization to change the Agreed Cost of the Work specified herein.
- 9.1.3 As of the Effective Date, the maximum amount payable to the DESIGN BUILD CONTRACTOR under this Contract is \$X,XXX,XXX.00, which is the total amount for compensation for the performance of Preconstruction Services as set forth in Section 9.2.1 below. Without limiting any term or condition hereunder with respect to payments to the DESIGN BUILD CONTRACTOR, the DESIGN BUILD CONTRACTOR's entitlement to, and the City's obligation to pay, any additional compensation to the DESIGN BUILD CONTRACTOR for the performance of the Work will be dependent upon the execution of a CGMP Amendment and/or the GMP Amendment. The DESIGN BUILD CONTRACTOR recognizes that the City has no obligation hereunder to enter into any such amendment. In the event the Director and DESIGN BUILD CONTRACTOR agree on a GMP and the Director authorizes DESIGN BUILD CONTRACTOR to proceed with Construction Services, DESIGN BUILD CONTRACTOR's compensation shall be calculated under Section **9.3**.

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9.2 Preconstruction Services Price – Phase 1 Only.

- 9.2.1 Subject to the City's limit of appropriation for properly performed and completed Preconstruction Services, the City shall pay the DESIGN BUILD CONTRACTOR a lump sum amount of \$X,XXX,XXX.00 for Design Services to 60% Design Development (for GMP) and a lump sum amount for Design Services from 60% Design Development to 100% Construction Documents of \$XXX,XXX.00 for a Total Preconstruction and Design Services amount of \$X,XXX,XXX.00.
- 9.2.2 City will pay DESIGN BUILD CONTRACTOR based on the funding authorized for each Stage of design and based on invoices showing the percentage of services performed during the preceding month for Preconstruction Services based upon the allocation of the Preconstruction Services Price set forth above and per the Stage of design (Concept Design, SD, DD, CD, etc.). After the completion of the Concept Design Stage, the City and Design-Build Contractor will negotiate and agree upon the final design solution and the time allotted for the performance of the design to 60% Design Development stage, preparation of the GMP, and design to 100% Construction Documents. The Preconstruction Services Price shall be full compensation to DESIGN BUILD CONTRACTOR for all Preconstruction Services for design, including all costs, overhead, and profit. The Preconstruction Services Price shall also include full compensation for the DESIGN BUILD CONTRACTOR for all DESIGN BUILD CONTRACTOR Preconstruction Services, including all costs, overhead, and profit.
- 9.2.3 All payment requests for Preconstruction Services shall be submitted on an Application for Payment and Schedule of Values approved by Director and include all required attachments identifying payments to Design-Build Contractor, as well as to all Subcontractors.
- 9.2.4 DESIGN BUILD CONTRACTOR shall not be entitled to an increase in the Preconstruction Services amount set forth in this Section because of Project Schedule extensions or delays, or changes in the scope of the proposed Project, unless such extensions, delays, or changes are material and significant as determined by the Director in his reasonable, sole discretion.
- 9.2.5 During the Preconstruction Services, the Director shall have the right but not the obligation, to negotiate performance incentives, and the City and DESIGN BUILD CONTRACTOR may amend this Contract to incorporate such incentives, if any, provided that the DESIGN BUILD CONTRACTOR has then met all its obligations under this Contract as determined by the Director in his sole discretion.

9.3 Construction Services Payments

- 9.3.1 Pursuant to the terms of this Contract, City shall pay DESIGN -BUILD CONTRACTOR for DESIGN BUILD CONTRACTOR's proper and complete performance of the Construction Services, the Cost of the Work and the DESIGN BUILD CONTRACTOR's Fee, up to the limit of the applicable CGMP or the Guaranteed Maximum Price in accordance with the payment provisions of the General Conditions.

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Payment by City shall be deemed full compensation to DESIGN BUILD CONTRACTOR for the performance of the Construction Services. In the General Conditions, references to adjustments in “cost” or “costs” refer to Costs of the Work as defined below, and references to DESIGN BUILD CONTRACTOR’s “home/branch office overhead” and “profit” refer to DESIGN BUILD CONTRACTOR’s Fee.

- 9.3.2 DESIGN BUILD CONTRACTOR shall not receive any fee for Work deleted by Modifications. The DESIGN BUILD CONTRACTOR’s Fee shall be compensation in full to DESIGN BUILD CONTRACTOR for all overhead and profit and all costs not otherwise recoverable.
- 9.3.3 The sum of the Cost of the Work and DESIGN BUILD CONTRACTOR’s Fee is guaranteed by DESIGN BUILD CONTRACTOR not to exceed whatever Guaranteed Maximum Price Director and DESIGN BUILD CONTRACTOR may agree upon in writing, subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by DESIGN BUILD CONTRACTOR without reimbursement by City. No Change Order shall affect the Guaranteed Maximum Price unless the Change Order specifies the exact total change to the Guaranteed Maximum Price.
- 9.3.4 In the event that the DESIGN BUILD CONTRACTOR is required to pay or bear the burden of any new federal, state, or local tax, or of any rate increase of an existing tax (except a tax on income) with respect to its forces and/or its performance of the Work as a result of any statute, court decision, written ruling, or regulation taking effect after the Effective Date of this Contract, the Guaranteed Maximum Price shall be increased by the amount of the new tax or tax increase upon proof satisfactory to the Director that such increase has been applied to DESIGN BUILD CONTRACTOR.
- 9.3.5 If the sum of the Cost of the Work and the DESIGN BUILD CONTRACTOR’s Fee for the Construction Services is less than the Guaranteed Maximum Price for such Services, then all such savings shall all be retained by City.
- 9.3.6 Subject to the City’s appropriation of funds, in full consideration of DESIGN BUILD CONTRACTOR’s Construction Services the City shall pay the DESIGN BUILD CONTRACTOR’s Fee of ___% of the Cost of the Work, in addition to a lump sum price of \$X,XXX,XXX.00 for the DESIGN BUILD CONTRACTOR’s Preconstruction and Design Services. DESIGN BUILD CONTRACTOR agrees that if the Guaranteed Maximum Price, inclusive of CGMPs, increases or decreases from the amount originally agreed upon, the DESIGN BUILD CONTRACTOR’s Fee will increase or decrease based upon the actual Cost of the Work. Notwithstanding anything in the Contract Documents to the contrary, DESIGN BUILD CONTRACTOR shall not earn a fee on the lump sum price of the DESIGN BUILD CONTRACTOR. DESIGN BUILD CONTRACTOR’s Fee is inclusive of DESIGN BUILD CONTRACTOR’s profit, general overhead and all expenses in connection with maintaining and operating DESIGN BUILD CONTRACTOR’s main office and any branch office, including:

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- 9.3.6.1. Salaries of persons employed in the main or branch offices of the DESIGN BUILD CONTRACTOR whose time is devoted to the general conduct of the DESIGN BUILD CONTRACTOR's business for the Project, such as project executives, operations managers, contract administrators, office managers, stenographers, plan clerks, file clerks, and draftsmen except to the extent that their time is actually spent on the Project and are identified on **Exhibit "D"**.
- 9.3.6.2. Outside services and their expenses for estimating, personnel, accounting, budget control, audit and management information systems (other than Preconstruction Services) relating to accounting in DESIGN BUILD CONTRACTOR's office and even if at the Project site, except as specifically identified herein.
- 9.3.6.3. Interest on the DESIGN BUILD CONTRACTOR's capital or on money borrowed by the DESIGN BUILD CONTRACTOR, including the capital employed by the DESIGN BUILD CONTRACTOR in the performance of the Work.
- 9.3.6.4. Amounts required to be paid by DESIGN BUILD CONTRACTOR for Federal and/or State income and franchise taxes.
- 9.3.7 In addition to the payment procedures described in the General Conditions, the following payment procedures shall apply:
- 9.3.7.1. The Schedule of Values may be revised from time to time to adjust allocations of costs to various line items as the costs become better known, but such adjustment shall be subject to the approval of the Director, which shall not be unreasonably withheld. Under no circumstances shall the Schedule of Values exceed a CGMP and/or the GMP for the Project. The DESIGN BUILD CONTRACTOR's Fee, labor and expenses for General Conditions Work, labor and expenses for any self-performed Work, and the contingency shall be shown as separate line items on the Schedule of Values.
- 9.3.7.2. The Schedule of Values submitted shall maintain the originally established value for each work classification line item and shall contain any revisions to costs or cost estimates for each such classification. The format and tracking method of the original Schedule of Values and of all updates thereto shall be subject to the approval of Director.
- 9.3.7.3. Payment for DESIGN BUILD CONTRACTOR's Fee shall be in the same proportion to the total fee as the amount requested for the Cost of the Work relative to the total Cost of the Work used in deriving the Guaranteed Maximum Price, inclusive of any CGMPs.
- 9.3.7.4. DESIGN BUILD CONTRACTOR shall submit a monthly cost breakdown, including cost elements for staff labor and expenses over the duration of the construction period to Director for approval. Payment for DESIGN BUILD CONTRACTOR's General Conditions shall be made on a monthly basis per the approved breakdown.

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- 9.3.7.5. Payment for the Cost of the Work shall be made based on percentages of completion of each portion of the Work listed in Schedule of Values as of the end of the period covered by the Application for Payment, in accordance with the General Conditions.
- 9.3.7.6. Retainage as specified in the General Conditions will be applied to the entire amount requested in the CGMP and/or GMP, as applicable. Retainage will not be held on the cost of the City's standard "pass-through" items, such as building permits, payment and performance bonds, , Preconstruction and Design Services, and insurance costs. Retainage will be reduced for the Project and the Project will be closed out consistent with the relevant provisions of the General Conditions.
- 9.3.7.7. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work shall not exceed the unpaid balance of the Guaranteed Maximum Price (less retainage on Work previously completed).
- 9.3.7.8. Payments to Subcontractors shall be made based on the same percentage of Work completed that is allocable to that Subcontractor for each respective Schedule of Values classification including applicable retainage. Retainage may be released for early performing subcontractors or small and/or minority, disadvantaged businesses as their scope of work is completed in their respective phase.
- 9.3.7.9. With each application for payment, DESIGN BUILD CONTRACTOR shall submit a certified release of all claims, known or that should reasonably be known, and liens against the City, stating "In consideration for the payment requested herein and upon receipt of such payment, DESIGN BUILD CONTRACTOR waives and releases all claims and liens of every sort against City relating to or arising out of the Work performed, except for such claims as have been properly submitted in writing in accordance with the Contract Documents." The final request for payment shall not be made until DESIGN BUILD CONTRACTOR delivers to City a complete release by DESIGN BUILD CONTRACTOR of all claims and liens of any sort arising out of the performance of the Work, affidavits from Subcontractors indicating they have been paid in full, other than amounts remaining to be paid to the DESIGN BUILD CONTRACTOR for Work performed by that Subcontractor (which amounts shall be stated), a complete release of all claims and liens from all Subcontractors (except that, as to amounts remaining to be paid to that Subcontractor, such release may be made contingent upon City making payment to DESIGN BUILD CONTRACTOR) and an affidavit that so far as DESIGN BUILD CONTRACTOR has knowledge or information, the release includes and covers all materials and services over which DESIGN BUILD CONTRACTOR has control for which a lien could be filed, but DESIGN BUILD CONTRACTOR may, if any Subcontractor or consultant refuses to furnish a required affidavit or release, furnish a bond satisfactory to Director to indemnify City against any claim or lien of any sort and any related costs, including attorneys' fees. If any claim or lien of any sort remains unsatisfied after all payments are made, DESIGN BUILD

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- CONTRACTOR shall refund to City all moneys City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and City shall have all remedies at law and in equity.
- 9.3.7.10. The aggregate total of payments to DESIGN BUILD CONTRACTOR shall not exceed the total of the actual Cost of the Work as verified by Director from DESIGN BUILD CONTRACTOR's final accounting plus the applicable DESIGN BUILD CONTRACTOR's Fee as certified for payment in accordance with the Contract, but in no event more than the Guaranteed Maximum Price and approved Change Orders to Guaranteed Maximum Price plus the Preconstruction Services Fee. If payments made to DESIGN BUILD CONTRACTOR exceed that which is due and owing pursuant to this **Article 8**, then DESIGN BUILD CONTRACTOR shall promptly refund such excess to City.
- 9.3.8 In addition to the City's other rights and any provision hereof to the contrary notwithstanding and to the extent reasonably necessary to protect itself, City shall not be obligated to make any payment (whether a progress payment or final payment) to DESIGN BUILD CONTRACTOR hereunder if any one or more of the following conditions exist:
- 9.3.8.1. The DESIGN BUILD CONTRACTOR is in breach or default under this Contract;
- 9.3.8.2. Any part of such payment is attributable to services, which are not performed in accordance with this Contract; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Contract;
- 9.3.8.3. The DESIGN BUILD CONTRACTOR has failed to make payments promptly to Subcontractors or other third parties used in connection with the services for which City has made payment to DESIGN BUILD CONTRACTOR; or
- 9.3.8.4. If Director determines that the amount remaining under the Guaranteed Maximum Price will not be sufficient to complete the services in accordance with this Contract, no additional payments will be due DESIGN BUILD CONTRACTOR hereunder unless and until DESIGN BUILD CONTRACTOR, at DESIGN BUILD CONTRACTOR's sole cost, performs a sufficient portion of the remaining services so that such portion of the amount remaining under the Guaranteed Maximum Price is determined by City to be sufficient to so complete the then remaining Work.
- 9.3.9 Nothing contained herein shall require the City to pay the DESIGN BUILD CONTRACTOR an aggregate amount exceeding the Guaranteed Maximum Price or to make payment if in the City's belief the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to DESIGN BUILD CONTRACTOR.

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- 9.3.10 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the Work to which such partial payment relates, or a release of DESIGN BUILD CONTRACTOR of any of DESIGN BUILD CONTRACTOR's obligations hereunder or liabilities with respect to such Work.
- 9.3.11 DESIGN BUILD CONTRACTOR shall promptly pay all bills validly due and owing for labor and material performed and furnished by DESIGN BUILD CONTRACTOR-Related Entities in connection with the performance of the Preconstruction and Construction Services.
- 9.3.12 City shall have the right to verify and audit for a period of seven years after final payment for the Construction Services, the details set forth in DESIGN BUILD CONTRACTOR's billings, certificates, accountings, cost data, and statements, including all underlying costs and expenses in the Cost of the Work, either before or after payment therefor, by (1) inspecting the books and records of DESIGN BUILD CONTRACTOR with respect to the Project during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing DESIGN BUILD CONTRACTOR's business employees; (4) visiting the Project site; and (5) other reasonable action. City shall have the right to audit all costs, the basis for those costs, and all underlying expenses relating to DESIGN BUILD CONTRACTOR's performance herein, including but not limited to, the Cost of the Work, particularly, without limitation, labor rates and hourly salary rates set forth in **Exhibit "D"**.
- 9.3.13 Design-Build Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify Design-Build Contractor's assets, expenses, costs of goods, and use of funds. The City and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Design-Build Contractor, including, but not limited to those kept by the Design-Build Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
- 9.3.14 Design-Build Contractor shall, at all times during the term of this Contract and for a period of seven years after the termination or completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The Design-Build Contractor shall at any time requested by the City, whether during or after completion of this Contract, and at Design-Build Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City. Such records shall be made available to the City during normal business hours at the Design-Build Contractor's office or place of

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business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the City.

- 9.3.15 Design-Build Contractor shall ensure the City has these rights with Design-Build Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Design-Build Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Design-Build Contractor's obligations to the City. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the City unless the audit identifies overpricing or overcharges (of any nature) by the Design-Build Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, the Design-Build Contractor shall reimburse the City for the costs of the audit up to the amount of overpricing or overcharges. DESIGN BUILD CONTRACTOR shall be given a reasonable opportunity to review and dispute in writing such findings, and the Director shall consider such information if provided to the City. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the City may recoup the costs of the audit work from the Design-Build Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Design-Build Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Design-Build Contractor.
- 9.3.16 The acceptance by DESIGN BUILD CONTRACTOR or DESIGN BUILD CONTRACTOR's successors of final payment under this Contract, shall constitute a full and complete release of City from any and all claims, demands, and causes of action whatsoever which DESIGN BUILD CONTRACTOR or DESIGN BUILD CONTRACTOR's successors have or may have against City under the provisions of this Contract except those previously made in writing and identified by DESIGN BUILD CONTRACTOR as unsettled at the time of the final request for payment in a document captioned "Unsettled Claims" included with DESIGN BUILD CONTRACTOR's final request for payment.

9.4 Cost of the Work.

- 9.4.1 Definition. The term Cost of the Work, or Cost of Work, are all Direct and Indirect Costs of Construction Services plus any actual costs for CGMP Work which the DESIGN BUILD CONTRACTOR necessarily incurs to properly perform the Work in strict compliance with the Contract Documents. Cost of Work does not include the DESIGN BUILD CONTRACTOR's Fee.

9.4.1.1. Direct Costs are the costs necessary to furnish and install the permanent elements of the project, such as structure, exterior envelope, interior finishes, vertical transportation, mechanical electrical and plumbing systems, etc. Direct costs include, but are not limited to: (i) costs for Subcontract Work self-performed by DESIGN BUILD CONTRACTOR, (ii) subcontractor and supplier,

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and their sub-tier subcontractors and suppliers, costs for labor, equipment, and materials furnished to the Project; (iii) equipment designed, specified, selected, or provided by the Design Consultant and to be incorporated by the DESIGN BUILD CONTRACTOR into the Project; (iv) Alternates; (v) Unit Priced Work; (vi) Contingency; (vii) Miscellaneous Costs; and (viii) Pass-Through Items.

9.4.1.2. Indirect Costs – or General Conditions Costs, are field office overhead and costs normally arising from performing Division 00 and 01 of the Project Manual. All such costs are the costs associated with the jobsite management of the project, including, but not limited to, items such as project management staff, jobsite trailers, telephones, administration, temporary roads, temporary utilities, permits, fees, general hoisting, safety and cleaning, not specifically associated with individual elements being erected. Cost of the Work shall not include costs not incurred, or incurred at higher than permitted rates or amounts. Cost of the Work includes only the items set forth by the Director, which shall all be subject to verification by audit.

9.4.2 General Conditions of the Work

9.4.2.1. Labor Costs.

- a. **Actual hourly wages paid to construction workers directly employed by DESIGN BUILD CONTRACTOR who perform construction of the Work at the Project site or, with the Director's prior written consent, at off-site workshops, when available.** For hourly workers employed by the DESIGN BUILD CONTRACTOR, DESIGN BUILD CONTRACTOR shall provide certified payrolls and any other documentation requested by City to verify wages and hours, and compliance with the City's wage rates identified in **Exhibit "H"**. Actual wages paid may include premium payments for overtime work or night work for time actually spent in the performance of the Work when such premium payments have been demonstrated to be in accordance with the DESIGN BUILD CONTRACTOR's normal business practice and is included in the Guaranteed Maximum Price. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual.
- b. Actual wages or salaries (inclusive of Labor Burden) of DESIGN BUILD CONTRACTOR's Key Personnel who are identified on **Exhibit "D"** together with their Allowable Hourly Rate – but only for documented time when directly involved in performance of the Work. DESIGN BUILD CONTRACTOR shall identify actual wages and salaries of Key Personnel within fourteen (14) Calendar Days from NTP for Preconstruction Services and upon submission of DESIGN BUILD CONTRACTOR's Construction Services Guaranteed Maximum Price proposal and upon submission of CGMP's. Allowable Hourly Rate means the rate for a particular staff classification identified in **Exhibit "D"**, which includes actual wages or salaries (inclusive of Labor Burden). The salaries of DESIGN BUILD CONTRACTOR's supervisory personnel are subject to a not-to-exceed increase of 3% per year; the first year beginning on the date that Director approves DESIGN BUILD CONTRACTOR's

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Construction Services Maximum Guaranteed Price proposal. The 3% increase shall be available to DESIGN BUILD CONTRACTOR each year thereafter not to exceed seven years or at the completion or termination of this Contract, whichever occurs first. The annual not-to-exceed increase of 3% is available hereunder only to the extent it reflects a concurrent and equal increase in the supervisory personnel's salaries or wages. Any increase or portion thereof not used in a given year shall expire and does not "bank" or "accumulate." Notwithstanding, Cost of the Work for purposes of calculating payment for DESIGN BUILD CONTRACTOR's supervisory and administrative personnel when directly involved in performance of the Work shall be based on the "actual hourly pay rate" set forth in **Exhibit "D"**. Projected wage increases should be reflected in the Guaranteed Maximum Price Proposal. Actual wages paid may include premium payments for overtime work or night work for time actually spent in the performance of the Work when such premium payments have been demonstrated to be in accordance with the DESIGN BUILD CONTRACTOR's normal business practice and is included in the Guaranteed Maximum Price. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual. Labor Burden for overtime payments shall be eliminated or reduced to equal the DESIGN BUILD CONTRACTOR's actual substantiated cost for such burden. Should DESIGN BUILD CONTRACTOR require employees, other than those listed on **Exhibit "D"**, DESIGN BUILD CONTRACTOR shall provide written notice to the Director setting forth all the information described above. If for any reason, Director reasonably objects to any such employee, DESIGN BUILD CONTRACTOR shall not use that employee to perform on the Project. Failing reasonable objection by the Director, the employee, together with the employee's daily billing rate, shall automatically become a part of **Exhibit "D"**. The Labor Burden rate shall be based on the actual cost of direct wages or salaries of DESIGN BUILD CONTRACTOR's employees incurred in the interest of the Project. For billing purposes only, this rate shall be established annually, subject to verification by the City's auditors based on the DESIGN BUILD CONTRACTOR's Labor Burden for the previous year. The components which comprise the Labor Burden, as set forth in **Exhibit "A" – 2.1.78** shall not change throughout the term of the Project. The City shall be allowed to audit the actual cost of labor burden each year, and City shall be entitled to a refund to the extent that it has paid DESIGN BUILD CONTRACTOR more than its actual Labor Burden costs. Initially, the labor burden will be set at 55% subject to verification by the City's auditors. It will be reset each year based on the audited rate for the prior year. Under no circumstances shall the City pay more for labor burden than the percentage established for billing purposes for any given year. Labor Burden for overtime payments shall be eliminated or reduced to equal the DESIGN BUILD CONTRACTOR's actual substantiated cost for such burden.

- c. Actual out of town travel expenses of DESIGN BUILD CONTRACTOR's personnel incurred directly and solely in support of the Project with prior written approval of the Director or specifically identified in the negotiated cost proposal but only to the extent permitted by City's policies on reimbursement

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for travel.

9.4.2.2. Actual costs paid or incurred by DESIGN BUILD CONTRACTOR for labor costs arising out of taxes, insurance, and benefits which are (i) required by law, (ii) required by collective bargaining agreements, (iii) or as otherwise customary so long as such costs are based on the actual wages of construction workers properly included in the Cost of the Work as defined herein and are approved in advance by the Director.

9.4.3 Subcontractor Costs

9.4.3.1. Payments actually made by DESIGN BUILD CONTRACTOR to Subcontractors for prosecution of the Work in accordance with the requirements of their agreements with DESIGN BUILD CONTRACTOR, but only for agreements to the extent they have been specifically consented to in writing by Director. Consent to such agreements shall not create any liability for City and shall not excuse DESIGN BUILD CONTRACTOR from complying with the terms of this Agreement.

9.4.4 Costs of Materials and Equipment Incorporated in the Completed Construction

9.4.4.1. Costs, including transportation, of materials and equipment incorporated or to be incorporated into the Work.

9.4.4.2. Costs of materials described in the preceding subparagraph in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. City shall be entitled to take possession of excess materials not incorporated into the Work, or at Director's option, DESIGN BUILD CONTRACTOR shall sell such materials and deduct the greater of fair market value or gross proceeds from the Cost of the Work Costs of Other Materials and Equipment, Temporary Facilities and Related Items

a. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by DESIGN BUILD CONTRACTOR at the site and fully consumed in the performance of the Work; and if not fully consumed, then the cost shall be based on the cost of the item less its fair market value. Cost for items previously used by DESIGN BUILD CONTRACTOR shall mean fair market value prior to use on the Project. The cost for hand and small tools shall not exceed 3% of the direct payroll costs for employees of DESIGN BUILD CONTRACTOR.

b. Rental charges for temporary facilities, machinery, equipment, excluding hand tools which are provided at the Project site, whether rented from DESIGN BUILD CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. The aggregate rental charges for an item used on this Project (including the rental

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charges for items used to replace it) shall not under any circumstances exceed 75% of the value of that item or 75% of any applicable option purchase price, whichever is lower. Machinery and equipment owned by DESIGN BUILD CONTRACTOR or any person affiliated with or owned or controlled by DESIGN BUILD CONTRACTOR or persons affiliated with DESIGN BUILD CONTRACTOR shall not be charged at more than the market rate for such equipment in the Houston area or 90% of current published rental rates of the Associated Equipment Dealers, for such equipment, whichever is less.

- c. Costs of removal of debris from the Project site.
- d. Costs of postage and parcel delivery charges, standard and reasonable telephone service at the Project site and reasonable petty cash expenses of the Project site office, incurred directly and solely in support of the Work, and all incurred at the Project site.
- e. Area specific site periodic and final clean up, not previously included, and in accordance with all Applicable Laws and regulations.

9.4.4.3. Other Costs

9.4.5 Miscellaneous Costs

- 9.4.5.1. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which DESIGN BUILD CONTRACTOR is liable. Notwithstanding, City is a home-rule municipal corporation and DESIGN BUILD CONTRACTOR shall avail itself of all exemptions which may exist for such taxes based on City's status.
- 9.4.5.2. Fees and assessments for building permits and for other permits and inspections that DESIGN BUILD CONTRACTOR is required by the Contract Documents to pay for or obtain.
- 9.4.5.3. Premiums for insurance and bonds to the extent directly attributable to this Agreement. Any premium allocation plan to this Project by DESIGN BUILD CONTRACTOR must be approved by the City's Legal Department.
 - a. Testing fees pursuant to the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded.
 - b. Utility company charges including meter fees, tap fees and utility consumption charges.
 - c. Costs of cell phones and vehicles, not otherwise included in the Labor Burden, for those employees approved by the Director.
 - d. Costs of on-site computers, printers, monitors, software, maintenance and other electronic equipment approved in advance and in writing by the

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Director, used solely for the Project

- 9.4.5.4. Payments actually made by DESIGN BUILD CONTRACTOR to Subcontractors for prosecution of the Work, including DESIGN BUILD CONTRACTOR, in accordance with the requirements of their agreements with DESIGN BUILD CONTRACTOR, but only for agreements to the extent they have been specifically consented to in writing by Director. Consent to such agreements shall not create any liability for City and shall not excuse DESIGN BUILD CONTRACTOR from complying with the terms of this Contract.
- 9.4.5.5. City shall be entitled to take possession of excess materials not incorporated into the Work, or at Director's option, DESIGN BUILD CONTRACTOR shall sell such materials and deduct the gross proceeds from the Cost of the Work.
- 9.4.6 Alternates as identified in the Contract Documents
- 9.4.7 Unit Priced Work as identified in the Contract Documents
- 9.4.8 Contingency allowed by the Contract Documents, and identified as a line item in the Schedule of Values
 - 9.4.8.1. Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which DESIGN BUILD CONTRACTOR is liable. Notwithstanding, City is a home-rule municipal corporation and DESIGN BUILD CONTRACTOR shall avail itself of all exemptions which may exist for such taxes based on City's status.
 - 9.4.8.2. Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work. If a particular design, process, or product of a particular manufacturer is required by City, then costs of payments made in accordance with legal judgments against DESIGN BUILD CONTRACTOR resulting from suits for such infringement, payments of settlements made with City's written consent, and reasonable legal fees related to the infringement are eligible as a Cost of the Work and shall not be included in the calculation of DESIGN BUILD CONTRACTOR's Fee or the Guaranteed Maximum Price (but shall still be subject to the limit covered by the Appropriated Funds). Notwithstanding the foregoing, if DESIGN BUILD CONTRACTOR had reason to believe the required design, process, or product is an infringement, such payments and fees shall not be a Cost of the Work and DESIGN BUILD CONTRACTOR shall be responsible for such payments, fees and losses unless DESIGN BUILD CONTRACTOR notifies Director of the potential infringement promptly before proceeding and in writing.

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- 9.4.8.3. That portion of the cost of subcontractor default insurance or similar product for enrolled subcontractors or suppliers, which comprises only the risk transfer premium, and not prefunded deductibles or any other deposits, prepayments or charges of any type, and only as agreed to in advance by the Director following full transparency into the policy and the charges.
- 9.4.8.4. That portion of the reasonable travel and subsistence expenses of DESIGN BUILD CONTRACTOR's personnel that are consistent with the City's travel policies and incurred while traveling solely in the discharge of duties directly connected with the Work, but not including travel expenses or commuting expenses incurred within Houston and its extra-territorial jurisdiction.
- 9.4.8.5. Any hazardous materials handling, abatement and disposal cost(s).
- 9.4.8.6. Other costs approved in advance in writing by Director at Director's sole option and discretion.
- 9.4.9 Pass Through Items not included in the calculations for the DESIGN BUILD CONTRACTOR's fee.
 - 9.4.9.1. Fees and assessments for building permits and for other permits and inspections that DESIGN BUILD CONTRACTOR is required by the Contract Documents to pay for or obtain.
 - 9.4.9.2. Premiums for insurance and bonds to the extent directly attributable to this Contract, including without limitation professional liability insurance and pollution insurance. Any premium allocation plan to this Project by DESIGN BUILD CONTRACTOR must be approved by the City's Legal Department.
 - 9.4.9.3. Cash Allowances as identified in the Contract Documents.
- 9.5 Costs Not Included in the Cost of the Work.**
 - 9.5.1 The Cost of the Work shall not include the items listed in this Section:
 - 9.5.1.1. Except as provided in Section 9.4.2, salaries and other compensation of DESIGN BUILD CONTRACTOR's personnel stationed at DESIGN BUILD CONTRACTOR's principal office or offices other than the Project site office.
 - 9.5.1.2. Expenses of DESIGN BUILD CONTRACTOR's principal office and offices other than the Project Site office.

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- 9.5.1.3. Overhead and general expenses.
- 9.5.1.4. Markup imposed by DESIGN BUILD CONTRACTOR on other direct costs (ODCs) such as reimbursable expenses and pass-through costs from DESIGN BUILD CONTRACTOR and its Subcontractors and Suppliers.
- 9.5.1.5. DESIGN BUILD CONTRACTOR's capital expenses, including interest on DESIGN BUILD CONTRACTOR's capital employed for the Work.
- 9.5.1.6. Rental costs of machinery and equipment, except as specifically provided in this Contract.
- 9.5.1.7. Costs due in whole or in part to the fault or negligence of DESIGN BUILD CONTRACTOR, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs of the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property.
- 9.5.1.8. Costs of entertainment.
- 9.5.1.9. Costs incurred or that should have been incurred for Preconstruction Phase Services.
- 9.5.1.10. Any legal, accounting, professional, or other similar costs incurred by DESIGN BUILD CONTRACTOR, including costs incurred in connection with the prosecution or defense of any dispute, mediation, arbitration, litigation, or other proceeding related to or arising from the Project.
- 9.5.1.11. Any sales, use, income, franchise, and similar taxes paid by DESIGN BUILD CONTRACTOR. Any fines, penalties, sanctions, or other levies assessed by any governmental body against DESIGN BUILD CONTRACTOR.
- 9.5.1.12. The cost of any and all insurance deductibles and self-insured retentions payable by DESIGN BUILD CONTRACTOR, and all uninsured losses and costs, whether due to the failure of DESIGN BUILD CONTRACTOR or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents, or otherwise.
- 9.5.1.13. Costs that would cause the Guaranteed Maximum Price to be exceeded.
- 9.5.1.14. All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards, company stock options, or any other like expenses of DESIGN BUILD CONTRACTOR.

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- 9.5.1.15. Legal and administrative costs to review and negotiate this Contract and all other Contract Documents.
- 9.5.1.16. Costs incurred by DESIGN BUILD CONTRACTOR resulting from the failure of DESIGN BUILD CONTRACTOR or its Subcontractors to coordinate their work with that of City and its other contractors, if any, after agreeing to schedules therefor.
- 9.5.1.17. Liquidated damages imposed by City.
- 9.5.1.18. Any costs arising out of the intentional acts or negligence of DESIGN BUILD CONTRACTOR, its Subcontractors, or any person or entity for whom any of them may be liable, including, without limitation, costs related to defective, rejected, or nonconforming Work within the Contract Time.
- 9.5.1.19. Costs including, but not limited to, the failure to perform of any Subcontractor or the bankruptcy or insolvency of any Subcontractor.
- 9.5.1.20. Costs for licenses, re-inspections and improperly timed permits and inspections that are the responsibility of the DESIGN BUILD CONTRACTOR to obtain.
- 9.5.1.21. Costs related to warranty work over and above the warranty work indicated in the Contract Documents.
- 9.5.1.22. Costs associated with deferred compensation and bonuses.
- 9.5.1.23. Costs associated with Subcontractor default insurance or similar products, except for the actual risk transfer premium as specifically allowed in Section 9.4.
- 9.5.1.24. Any other cost not specifically and expressly described in this Contract as a Cost of the Work.
- 9.5.1.25. Notwithstanding anything in the Contract Documents to the contrary, the Lump Sum fee for Design-Build Contractor's Preconstruction Phase and Design Services and/or other costs or expenses for Design-Build Contractor's Design Services shall not be included in the Cost of the Work.

9.6 Discounts, Rebates and Refunds of the Cost of the Work. The Cost of the Work to be paid by City shall be credited with the following items:

- 9.6.1 Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to the City, the DESIGN BUILD CONTRACTOR, or to some other party; and any such sale, if made to others than the City, shall be at fair market price. Upon completion of the Work or when no longer required, all tools, construction equipment and materials charged to

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the Cost of the Work shall be sold by DESIGN BUILD CONTRACTOR (unless turned-over to the City as set forth above) and the DESIGN BUILD CONTRACTOR shall use its best efforts to obtain the highest price in respect of such sales.

- 9.6.2 If City makes funds available to DESIGN BUILD CONTRACTOR, discounts earned by the DESIGN BUILD CONTRACTOR through advance or prompt payments. DESIGN BUILD CONTRACTOR shall provide sufficient advance notice of available discounts and the need for funds to be available to the City for the City to obtain the benefit of the discounts. The DESIGN BUILD CONTRACTOR shall obtain all possible trade and time discounts on bills for material furnished and shall pay said bills within the highest discount periods. The DESIGN BUILD CONTRACTOR shall purchase materials for this Project in such quantities as will provide the most advantageous prices to the City.
- 9.6.3 Reasonable market value as approved by the Director at the time of removal of all materials, tools, and equipment actually purchased for the Work and charged as a Cost of the Work and which is retained by the DESIGN BUILD CONTRACTOR upon completion of the Work.
- 9.6.4 Rebates, discounts, or commissions allowed to and collected by the DESIGN BUILD CONTRACTOR from suppliers of materials or from Subcontractors, together with all other refunds, returns, or credits received for return of materials, or on bond premiums, dividends or other compensation received from the surety or insurance and sales taxes.
- 9.6.5 DESIGN BUILD CONTRACTOR shall reimburse City for deposits made by City and not returned to City due to the negligent or intentional acts of the DESIGN BUILD CONTRACTOR. Should DESIGN BUILD CONTRACTOR not promptly so reimburse City upon demand, City shall be entitled to recover said amount from DESIGN BUILD CONTRACTOR, including, but not limited to, by deducting the amount from payments due the DESIGN BUILD CONTRACTOR.

9.7 Limit of Appropriation.

- 9.7.1 The City's duty to pay money to the DESIGN BUILD CONTRACTOR for any purpose under this Contract is limited in its entirety by the provisions of this Section.
- 9.7.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has allocated the sum of ~~\$X,XXX,XXX.XX~~ for Preconstruction Phase and Design Services for the GMP and \$XX,XXX,XXX for Advance Packages as Appropriated Funds to pay money due under this Contract for Work, as may be required (the "Original Appropriation"). The executive and legislative officers of the City, in their sole discretion, may appropriate additional funds for this Contract (the "Supplemental Appropriation"), but they are not obligated to do so.
- 9.7.3 The aggregate of all sums duly authorized by the City to be allocated to pay money due under this Contract, including the Original Appropriation and all Supplemental

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Appropriations, constitute the Appropriated Funds. The City shall never be obligated to pay any money under this Contract in excess of the Appropriated Funds. The DESIGN BUILD CONTRACTOR must assure itself that sufficient Appropriated Funds have been made to pay for services it provides. If Appropriated Funds are exhausted, the DESIGN BUILD CONTRACTOR's only remedy is suspension or termination of its performance under this Contract and the DESIGN BUILD CONTRACTOR has no other remedy in law or in equity against the City and no right to damages of any kind.

- 9.7.4 The DESIGN BUILD CONTRACTOR shall closely monitor expenditures under this Contract and shall notify the Director when amounts payable by the City hereunder for authorized Work are equal to __% of the Appropriated Funds, even if such amounts payable have not yet been billed to the City. At such point, if additional amounts payable by the City hereunder for the DESIGN BUILD CONTRACTOR's continued performance of the authorized Work would exceed the amount of remaining Appropriated Funds, the DESIGN BUILD CONTRACTOR has the right to suspend performance of the authorized Work by seven days' advance written notice to the Director describing the cause and the DESIGN BUILD CONTRACTOR's planned suspension. Once Appropriated Funds have been increased, the DESIGN BUILD CONTRACTOR shall resume performance of the authorized Work and may be entitled to equitable adjustment in accordance with the applicable provisions of the Contract Documents. If after more than 180 days Appropriated Funds have not been increased, the DESIGN BUILD CONTRACTOR shall have the right to terminate its performance in accordance with the applicable provisions of the Contract Documents. However, termination shall not relieve DESIGN BUILD CONTRACTOR of its continuing obligations to the City already incurred. The City shall not under any circumstances be obligated to seek a Supplemental Appropriation.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of the City. The City represents and warrants that:

10.1.1 The City is a home-rule city in the State of Texas, with full legal right, power and authority to enter into and to perform its obligations under this Contract.

10.1.2 This Contract has been duly authorized, executed and delivered by all necessary action of the City and constitutes a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code and by equitable principles of general application.

10.2 Representations and Warranties of the DESIGN BUILD CONTRACTOR. In addition to any other representations and warranties made by the DESIGN BUILD CONTRACTOR hereunder, the DESIGN BUILD CONTRACTOR represents and warrants that:

10.2.1 The DESIGN BUILD CONTRACTOR is a Corporation, duly organized, validly existing, and in good standing under the laws of Texas. The DESIGN BUILD CONTRACTOR has the authority to do business in the State of Texas and in any state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Contract.

10.2.2 This Contract has been duly authorized, executed and delivered by all necessary corporate action of the DESIGN BUILD CONTRACTOR and constitutes a legal, valid and binding obligation of the DESIGN BUILD CONTRACTOR, enforceable against the DESIGN BUILD CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code or by equitable principles of general application.

10.2.3 To the best of its knowledge after due inquiry, neither the execution nor delivery by the DESIGN BUILD CONTRACTOR of this Contract nor the performance by the DESIGN BUILD CONTRACTOR of its obligations in connection with the transactions contemplated hereby nor the fulfillment by the DESIGN BUILD CONTRACTOR of the terms or conditions hereof: (a) conflicts with, violates, or results in a breach of any constitution, law, governmental regulation, by-laws, or certificates of incorporation applicable to the DESIGN BUILD CONTRACTOR; or (b) conflicts with, violates or results in a breach of any order, judgment, or decree, or any contract, agreement, or instrument to which the DESIGN BUILD CONTRACTOR is a party or by which the DESIGN BUILD CONTRACTOR or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

10.2.4 No approval, authorization, order or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Contract by the DESIGN BUILD CONTRACTOR except as such have been duly obtained or made.

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- 10.2.5 Except as disclosed in writing to the City, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal, or other Governmental Authority pending or, to the best of the DESIGN BUILD CONTRACTOR's knowledge after due inquiry, overtly threatened or publicly announced against the DESIGN BUILD CONTRACTOR, in which an unfavorable decision, ruling, or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by the DESIGN BUILD CONTRACTOR or the validity, legality, or enforceability of this Contract against the DESIGN BUILD CONTRACTOR, or any other agreement or instrument entered into by the DESIGN BUILD CONTRACTOR in connection with the transactions contemplated hereby, or on the ability of the DESIGN BUILD CONTRACTOR to perform its obligations hereunder or under any such other agreement or instrument.
- 10.2.6 Except as disclosed in writing to the City, there are no material and adverse claims or demands based in environmental, contract, or tort law pending or threatened against the DESIGN BUILD CONTRACTOR or any of its Affiliates with respect to any facilities designed or constructed by the DESIGN BUILD CONTRACTOR or any of its Affiliates that would have a material and adverse effect upon the ability of the DESIGN BUILD CONTRACTOR to perform the Work.
- 10.2.7 Neither the DESIGN BUILD CONTRACTOR nor any of its Affiliates has any knowledge of any material violation of any law, order, rule, or regulation with respect to any facilities designed or constructed by the DESIGN BUILD CONTRACTOR or any of its Affiliates.
- 10.2.8 The information supplied, and representations and warranties made by the DESIGN BUILD CONTRACTOR in all submittals made in response to the RFQ with respect to the DESIGN BUILD CONTRACTOR (and to its knowledge, all information supplied in such submittals with respect to any Affiliate or DESIGN BUILD CONTRACTOR-Related Entity) are true, correct, and complete in all material respects.
- 10.2.9 The DESIGN BUILD CONTRACTOR is under no obligation, commitment or impediment of any kind, whether contractual or otherwise, that will limit or prevent performance of its obligations under this Contract.
- 10.2.10 The DESIGN BUILD CONTRACTOR is financially secure and no action relating to the Bankruptcy Code or suspension of payments by the DESIGN BUILD CONTRACTOR or any Affiliate has, to the best of its knowledge after due inquiry, been taken or is threatened.
- 10.2.11 The DESIGN BUILD CONTRACTOR:
- 10.2.11.1. has examined, carefully studied, and thoroughly understands the Contract Documents;
 - 10.2.11.2. has visited the Project site and has become familiar with and is satisfied as to the general, local, and Project Site conditions that may affect cost, progress, and performance of the Work;

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- 10.2.11.3. is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work;
- 10.2.11.4. has carefully studied all information concerning the Project site and the performance of the Work which have been identified or made available by the City prior to the Effective Date; and
- 10.2.11.5. is prepared to perform the Work in accordance with Contract Standards and subject to the terms and conditions of the Contract Documents.

ARTICLE 11. MWBE COMPLIANCE

11.1 DESIGN BUILD CONTRACTOR shall comply with the City's Minority, Women and Small Business Enterprise ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. DESIGN BUILD CONTRACTOR shall make good faith efforts to award subcontracts or supply agreements to MWSBEs as follows: 18% M/WBE for design and professional services; 23% MBE for Phase 2 Construction Services; and 13% WBE for Phase 2 Construction Services. The Design Build Contractor may substitute SBE participation of no more that 4% of the MBE and/or WBE goal of the construction portion of the contract. DESIGN BUILD CONTRACTOR acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity and will comply with them.

ARTICLE 12. BONDS AND INSURANCE

12.1 Within 10 days of the date the DESIGN BUILD CONTRACTOR executes this Contract, DESIGN BUILD CONTRACTOR shall provide performance and payment bonds on forms prescribed by City in **Exhibit "G"**, unless in the discretion of the Director, the DESIGN BUILD CONTRACTOR furnishes a security bond acceptable to the Director to ensure that the DESIGN BUILD CONTRACTOR will furnish the required performance and payment bonds when a CGMP or the GMP is established. The penal sum of the payment and performance bonds shall be equal to the construction budget, as specified in the request for qualifications, or as otherwise specified by the Director.

12.2 DESIGN BUILD CONTRACTOR shall cause its design professional(s) to purchase and maintain professional liability, worker's compensation, automobile liability, commercial general liability and excess insurance, covering the Preconstruction Phase Services and Construction Phase Services provided under this Contract, as is acceptable to and approved by the Director. The insurance shall have minimum policy limits set forth in **Article 11 of the General Conditions**. The premium for the insurance will be at no expense to the City. DESIGN BUILD CONTRACTOR shall cause its design professional(s) to maintain the insurance throughout the course of the Work and for a minimum of two years following the Date of Substantial Completion. Each design professional's professional liability insurance policy is required to be furnished to the Director prior to performance. No policy providing the insurance shall be cancelled, materially altered, or allowed to expire without 30 days' prior written notice to Director.

12.3 Prior to commencing the Work, DESIGN BUILD CONTRACTOR shall be required to purchase and maintain the insurance coverages set forth in Article 11 of the General Conditions; provided however, that DESIGN BUILD CONTRACTOR may delay purchase and maintenance of

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Owner's and Contractor's Protective Liability, Installation Floater, and Property and Casualty Coverage until no later than 10 days of the date the Director accepts a CGMP and/or the GMP Submittals, as applicable. The DESIGN BUILD CONTRACTOR shall not commence Construction Services unless all insurance coverages set forth in Article 11 of the General Conditions are in full force and effect.

12.4 DESIGN BUILD CONTRACTOR shall not request payment, and City shall not be required to pay for DESIGN BUILD CONTRACTOR's additional general liability insurance, builder's all risk insurance or any other form of insurance coverage that is in excess of the required coverage amounts specified in this Contract and in Article 11 of the General Conditions, and City shall be entitled to repayment of any amounts paid in excess of what City is required to pay. The additional costs for coverages in addition to those coverages specifically required by this Contract shall be the sole responsibility of DESIGN BUILD CONTRACTOR.

12.5 City reserves the right to review the insurance requirements set forth in this Article and the General Conditions during the effective period of the Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or DESIGN BUILD CONTRACTOR. DESIGN BUILD CONTRACTOR shall use its best efforts to comply with City's requests hereunder, and a Change Order shall be issued compensating DESIGN BUILD CONTRACTOR for the increased costs of insurance premiums incurred as a result thereof.

12.6 City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such polices or to the extent that such deletion, revision, or modification results in increased costs for insurance premiums and City does not agree to compensate DESIGN BUILD CONTRACTOR for such increased costs after receiving notice from DESIGN BUILD CONTRACTOR of such increased costs. To the extent the losses should have been covered by insurance required by the Contract Documents that DESIGN BUILD CONTRACTOR failed to provide, then actual losses not covered by insurance as required by this Article shall be paid by the DESIGN BUILD CONTRACTOR.

12.7 DESIGN BUILD CONTRACTOR shall also procure Pollution Liability Insurance as authorized and approved by the Director, to provide insurance coverage for DESIGN BUILD CONTRACTOR with respect to its obligations, if any, whether included in the GMP, directed or agreed to by change order for hazardous materials abatement, handling and disposal. The actual limits will be reviewed and mutually agreed upon as part of the establishment of the GMP.

12.8 City shall have the option of obtaining its own insurance coverage for part or all of the TSA-HPD Bunker & K-9 Facility project. In the event City's insurance provides coverage for some or all of DESIGN BUILD CONTRACTOR's obligations under this Contract, City shall have the option of replacing all or part of DESIGN BUILD CONTRACTOR's insurance with the City's insurance.

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12.9 City intends to establish an Owner Controlled Insurance Program (“OCIP”) for this Project. In the event City procures an OCIP, DESIGN BUILD CONTRACTOR may participate in the OCIP. If and when the OCIP is established, the Director shall send notice to DESIGN BUILD CONTRACTOR and DESIGN BUILD CONTRACTOR must respond within 10 days either opting into or out of the OCIP. If DESIGN BUILD CONTRACTOR opts into the OCIP, the insurance requirements described in Sections 12.3 through 12.6 shall be eliminated. If DESIGN BUILD CONTRACTOR opts out of the OCIP, all insurance requirements described herein remain mandatory.

ARTICLE 13. TERMINATION AND SUSPENSION

13.1 Termination rights shall be as provided in the General Conditions and Applicable Laws.

13.2 The City’s termination of this Contract shall not relieve the DESIGN BUILD CONTRACTOR or any of its employees of liability for violations of this Contract, any act or omission, or negligence of the DESIGN BUILD CONTRACTOR.

13.3 As of the date of termination of this Contract, the DESIGN BUILD CONTRACTOR shall furnish to Director all statements, accounts, reports and other materials as are required hereunder or as have been prepared by the DESIGN BUILD CONTRACTOR in connection with the DESIGN BUILD CONTRACTOR’s responsibilities hereunder. City shall have the right to use the ideas and designs therein contained for the completion of the services described by this Contract, and for completion of the Project, or otherwise. All drawings, plans, specifications, renderings and models, etc., prepared by the DESIGN BUILD CONTRACTOR are the property of City. They are not to be used by any person or entity other than City on other projects unless expressly authorized by City in writing prior to such use.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Exhibits. All exhibits hereto are hereby incorporated herein by reference.

14.2 Successors and Assigns: This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the Texas Business Code. This Agreement does not create any personal liability on the part of any officer or agent of the City.

14.3 Assignments. This Contract is a personal service contract for the services of DESIGN BUILD CONTRACTOR, and DESIGN BUILD CONTRACTOR's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, except as provided by the Texas Business and Commerce Code.

14.3.1 DESIGN BUILD CONTRACTOR shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, DESIGN BUILD CONTRACTOR shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

14.3.2 DESIGN BUILD CONTRACTOR shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

14.4 Entire Contract; Modifications; Conflicts. This Contract supersedes all prior agreements, written or oral, between DESIGN BUILD CONTRACTOR and City and shall constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by City and DESIGN BUILD CONTRACTOR. If there is a conflict between these Articles and the General Conditions of the Contract, then the provision which provides the greatest benefit to City shall govern.

14.5 Captions. The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. DESIGN BUILD CONTRACTOR and City shall both be deemed equally to be the drafters of the Contract Documents, and the Contract Documents shall not be construed against City or DESIGN BUILD CONTRACTOR as the drafter.

14.6 Governing Law. This Contract and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Exclusive venue for litigation shall be located in Harris County, Texas.

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14.7 Non-Waiver. If either Party fails to require the other to perform a term of this Contract, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the others' breach of a term, that waiver does not waive a later breach of this Contract. An approval or direction by the Director, or by any other employee or agent of the City, of any part of DESIGN BUILD CONTRACTOR's performance does not waive compliance with this Contract or establish a standard of performance other than that required by this Contract and by law.

14.8 Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

14.9 Appointment. City hereby expressly reserves the right from time to time to designate by notice to DESIGN BUILD CONTRACTOR one or more representatives to act partially or wholly for City in connection with the performance of City's obligations hereunder. DESIGN BUILD CONTRACTOR shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

14.10 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in the preamble or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid and. in accordance with Paragraph 13.4 of the General Conditions.

14.11 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

14.12 Independent Contractor. DESIGN BUILD CONTRACTOR recognizes that it is engaged as an independent contractor and acknowledges that City will have no responsibility to provide transportation, insurance, or other fringe benefits normally associated with employee status. DESIGN BUILD CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of City by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of City, including, but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits. DESIGN BUILD CONTRACTOR hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Law.

14.13 DESIGN BUILD CONTRACTOR'S DEBT. IF DESIGN BUILD CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS CONTRACT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT DESIGN BUILD CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY DESIGN BUILD CONTRACTOR IN WRITING. IF DESIGN BUILD CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY

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DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO DESIGN BUILD CONTRACTOR UNDER THIS CONTRACT, AND DESIGN BUILD CONTRACTOR WAIVES ANY RECOURSE THEREFOR. DESIGN BUILD CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS CONTRACT.

14.14 Anti-Boycott of Israel. DESIGN BUILD CONTRACTOR certifies that DESIGN BUILD CONTRACTOR is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

14.15 Human Trafficking. The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. The DESIGN BUILD CONTRACTOR has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Effective Date. The DESIGN BUILD CONTRACTOR shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the DESIGN BUILD CONTRACTOR or its subcontractors providing services or goods under this Contract.

14.16 Confidentiality: DESIGN BUILD CONTRACTOR, its agents, employees, contractors, and Subconsultants shall hold all City information, data, and Documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. DESIGN BUILD CONTRACTOR, its agents, employees, contractors, and Subconsultants shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. DESIGN BUILD CONTRACTOR shall obtain written agreements from its agents, employees, contractors, and Subconsultants which bind them to the terms in this Section in substantially the same form as shown in **Exhibit K**.

14.17 Sensitive Security Information: The DESIGN BUILD CONTRACTOR shall take all appropriate measures in accordance with 49 C.F.R. 1520 and other applicable laws to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information ("SSI") that may come into the DESIGN BUILD CONTRACTOR's possession as a result of this Contract.

14.18 Airport Security and Badging:

14.18.1 DESIGN BUILD CONTRACTOR shall comply with all Houston Airport System (HAS), Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the DESIGN BUILD CONTRACTOR's non-compliance with the provisions of Title 49 Code of Federal Regulations, Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the DESIGN BUILD CONTRACTOR's operations. Within 10 days of notification in writing, DESIGN BUILD CONTRACTOR shall reimburse the City for any fine or penalty assessed against the City because of DESIGN BUILD CONTRACTOR's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

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14.18.2 DESIGN BUILD CONTRACTOR shall be responsible for any requirements (and costs associated therewith) of the Federal Aviation Administration, Department of Homeland Security, and the Houston Airport System (as applicable) regarding employee background checks and badging.

14.19 Airport Symbols: DESIGN BUILD CONTRACTOR shall have no right to use the trademarks, symbols, trade names or name of the City, either directly or indirectly, in connection with any production, promotion service or publication without the prior written discretionary consent of the Director.

14.20 Title VI Assurances: DESIGN BUILD CONTRACTOR shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, DESIGN BUILD CONTRACTOR shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Exhibit "J," attached and incorporated herein.

14.21 Remedies Cumulative: Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

14.22 Publicity: DESIGN BUILD CONTRACTOR shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

14.23 Parties in Interest: This Agreement does not bestow any rights upon any third party, but binds and benefits the City and DESIGN BUILD CONTRACTOR only.

14.24 Enforcement: The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. DESIGN BUILD CONTRACTOR shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining DESIGN BUILD CONTRACTOR's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

14.25 Airport Security Customs Bond: In accordance with Title 19 of the Code of Federal Regulations, Part 113, the contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU).

14.26 Pay or Play. The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Design Consultant has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

14.27 Non-Exclusivity. This Contract does not create an exclusive right for Design Consultant to perform all architecture, engineering, and other professional services concerning this Project. The

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City may procure and execute contracts with other architecture, engineering, or other professional firms for the same, similar, or additional services as those set forth in this Contract.

14.28 Compliance with Equal Opportunity Ordinance. Design Consultant shall comply with the City's Equal Employment Opportunity Ordinance set out in in Section 15-17 of the Houston Code of Ordinances.

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SAMPLE

EXHIBIT “A”**DEFINED TERMS****ARTICLE 1. INTERPRETATION**

1.1 This Contract, including all Contract Documents, will be interpreted in accordance with the following:

- 1.1.1 **General.** The interpretation and miscellaneous provisions of the General Conditions apply to all Contract Documents and Work. References to sections, paragraphs, articles or other provisions shall be deemed to mean those contained in this main body of the Contract unless specified otherwise.
- 1.1.2 **Entire Contract.** This Contract, including all Contract Documents, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Contract. Without limiting the generality of the foregoing, this Contract shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFQ (if any), the submittal made by the DESIGN BUILD CONTRACTOR in response thereto, the RFP, the proposal made by the DESIGN BUILD CONTRACTOR in response thereto, and any amendments or supplements to any such documents.
- 1.1.3 **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- 1.1.4 **Headings.** The table of contents and any headings preceding the text of the articles, sections and subsections of this Contract shall be solely for convenience of reference and shall not affect its meaning, construction or effect.
- 1.1.5 **References to Hereto.** The terms “hereto,” “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Contract.
- 1.1.6 **References to Including.** The words “include,” “includes” and “including” are to be construed as meaning “include without limitation,” “includes without limitation” and “including without limitation,” respectively.
- 1.1.7 **References to Statutes.** Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.
- 1.1.8 **References to Governmental Authorities.** Each reference to the City or a Governmental Authority is deemed to include a reference to any successor to the City or such Governmental Authority or any organization or entity which has taken over the functions or responsibilities of the City or such Governmental Authority.

Each reference to a private Person that is not an individual is deemed to include a reference to its successors and permitted assigns.

- 1.1.9 **References to Documents and Standards.** Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.
- 1.1.10 **Delivery of Documents in Digital Format.** In this Contract, the DESIGN BUILD CONTRACTOR is obligated to deliver reports, records, designs, plans, drawings, specifications, proposals and other documentary submittals in connection with the performance of its duties hereunder. The DESIGN BUILD CONTRACTOR agrees that all such documents shall be submitted to the City both in printed form (in the number of copies indicated) and, at the City's request, in digital form. Digital copies shall consist of computer readable data submitted in any standard interchange format which the City may reasonably request to facilitate the administration and enforcement of this Contract. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the signed or the signed and stamped hard copy shall govern.
- 1.1.11 **Severability.** If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed, and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract. If any such provision of this Contract is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Contract as nearly as possible to its original intent and effect.
- 1.1.12 **Drafting Responsibility.** The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Contract to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.
- 1.1.13 **Counterparts.** This Contract may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Contract.
- 1.1.14 **Governing Law.** This Contract and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Exclusive venue for litigation shall be located in Harris County, Texas.

ARTICLE 2. DEFINITIONS

2.1 As used in the in the Contract Documents, the following terms shall have the meanings set forth below:

- 2.1.1 **Actual Cost:** A verifiable amount paid for labor, material, equipment and supplies in the performance of the Work.

- 2.1.2 **Addenda:** Any addenda to the Drawings or Specifications or other Contract Documents identified as Addenda, if any, in the Contract Documents.
- 2.1.3 **Advanced Work Package:** A portion of the Cost of Work prescribed in Exhibit A or that the DESIGN BUILD CONTRACTOR proposes to the Director for construction work before the GMP has been finalized. A CGMP shall be agreed upon for each Advance Work Package.
- 2.1.4 **Affiliate:** With respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity; (d) is a member of a joint venture with such company; or (e) either entity is the joint venture and the other company is a member of the joint venture.
- 2.1.5 **Agreed Cost of the Work:** The specific amount defined in **Section 9.1.2** that may not be exceeded by the Probable Cost of the Work without the express written consent of the Director.
- 2.1.6 **Air Operations Area (AOA):** Any area of the airport intended to be used for the landing, takeoff or surface maneuvering of aircraft and support equipment and all areas within the airport security fence.
- 2.1.7 **Airport Improvement Program (AIP):** A funding source that provides grants to public agencies for planning and development of public use airports. Eligible projects include improvements related to enhancing safety, capacity, security and environmental concerns.
- 2.1.8 **Allowance:** “Allowance” means “Cash Allowance” as defined herein.
- 2.1.9 **Applicable Law:** All laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, codes, rules, regulations, permits, and interpretations of any Governmental Authority having jurisdiction over the Parties, the Project, the Work, the Contract Documents, and each other document delivered hereunder or in connection herewith.
- 2.1.10 **As-Builts or As-Built Drawings:** A set of Project drawings and/or BIM Model, prepared by the DESIGN BUILD CONTRACTOR, that identifies and reflects all Project design changes that were made during the Construction Services.
- 2.1.11 **Basic Services:** All disciplines identified within the Contract Documents and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the City’s requirements and the terms of the Contract.
- 2.1.12 **Beneficial Occupancy:** When the City takes possession of and operates the Work (or portions of the Work) for its intended purposes.
- 2.1.13 **BIM:** Building Information Modeling. The digital or electronic representation of the

project model and includes the process to create the model.

- 2.1.14 **Bonds:** Performance Bond, Payment Bond, Maintenance Bond, Bid Bond, Proposal Bond and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.
- 2.1.15 **Bridging Documents:** The documents included in the Design Criteria Package as defined in Texas Government Code Section 2269.358.
- 2.1.16 **Business Enterprise:** Any business entity registered in a program authorized by 49 C.F.R. § 26 (where applicable) or City Code of Ordinances, Chapter 15, Article II, relating to Equal Opportunity Employment and taking affirmative action to ensure that applicants are employed, and employees are treated without regard to race, religion, color, sex, national origin, or age. The term “Business Enterprise” may include any Disadvantaged Business Enterprise (“DBE”), Minority Business Enterprise (“MBE”), Woman Business Enterprise (“WBE”), Small Business Enterprise (“SBE”), Person with Disability Enterprise (“PDBE”), and any Historically Underutilized Business (“HUB”).
- 2.1.17 **Business Enterprise Policy:** Contract documents and applicable policies relating to Business Enterprises and authorized under 49 C.F.R. § 26 or City Code of Ordinances, Chapter 15, Article V.
- 2.1.18 **Calendar Day:** Shall mean Day.
- 2.1.19 **Capital Improvement Program (CIP):** HAS’s Capital Improvement Program.
- 2.1.20 **Cash Allowance:** An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other “pass-through” costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms of the General Conditions. A Cash Allowance may be referred to in the Contract Documents as an “Allowance”.
- 2.1.21 **CBP:** U.S. Customs and Border Protection.
- 2.1.22 **CGMP Amendment:** CGMP Submittal accepted and approved by the Director.
- 2.1.23 **CGMP Submittal:** The proposal for the CGMP Amendment submitted by DESIGN BUILD CONTRACTOR to the Director.
- 2.1.24 **Change Order:** Written instrument prepared by the City and signed by Director or his designee with notice to the City’s Chief Procurement Office, and signed by DESIGN BUILD CONTRACTOR, specifying the following: (1) a change in the Work or Preconstruction Phase Services, if any; (2) a change in Contract Price, if any; and (3) a change in Contract Time, if any. The value of a Change Order is the net amount after offsetting all deductions against all additions effected by the Change Order.
- 2.1.25 **City:** The City of Houston, a home rule municipality located principally within Harris

- County, Texas, including its successors and its authorized representatives.
- 2.1.26 **City Engineer:** City Engineer, or the City employee representing the City Engineer, designated in the Contract and authorized to represent City, or successors.
- 2.1.27 **Claim:** Written demand or written assertion by one Party seeking adjustment of the Contract, payment of money, extension of time, or other relief under the Contract, at law or equity and includes, but is not limited to, claims for materials, labor, equipment, delay, changes, adjustments, substitutions, fees and third party claims. The Party making the Claim has the responsibility to substantiate the Claim.
- 2.1.28 **Co-Location:** A system under which the DESIGN BUILD CONTRACTOR's Key Personnel are located "under one roof" along with the Program Management Team in a location near the site.
- 2.1.29 **Commissioning:** A quality-focused process for enhancing delivery of a project. The process focuses upon verifying and documenting that the facility and all its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet HAS's requirements.
- 2.1.30 **Commissioning Authority (CxA):** A third party firm contracted with the City to oversee the DESIGN BUILD CONTRACTOR's commissioning plan.
- 2.1.31 **Component Guaranteed Maximum Price (CGMP):** A guaranteed maximum price for construction of a defined incremental element of Work.
- 2.1.32 **Component Guaranteed Maximum Price (CGMP) Amendment:** CGMP Submittal accepted and approved by the Director.
- 2.1.33 **Component Guaranteed Maximum Price (CGMP) Submittal:** The proposal for the CGMP Amendment submitted by DESIGN BUILD CONTRACTOR to the Director.
- 2.1.34 **Commissioning Plan (CxP):** Developed by the Commissioning Authority with the assistance of the Program Management Team per the requirements of the Contract Documents and Scope of Work. The CxP provides structure, checklists, testing forms, schedules for all systems and equipment being installed.
- 2.1.35 **Contingency:** The dollar amount set out in the Guaranteed Maximum Price Proposal that is available for unanticipated impacts that are not otherwise the basis of a Change Order, and which may only be used upon prior written approval by the Director at his sole reasonable discretion for (i) any increased costs required for schedule recovery, if any; (ii) any increase in the costs of materials and equipment set forth in approved CGMP and/or GMP; and (iii) any other costs that Director in his sole discretion deems appropriate to be covered by contingency. All unused contingency shall revert to the City at final completion of the Construction Services. The Contingency shall not be used for costs incurred as a result of: (1) any failure to perform or insolvency; (2) fines or penalties imposed by any governmental body for negligent acts; (3) any failure to coordinate work with that of the City or its contractors after agreeing to a schedule; (4) any acts of negligence not attributable to the City or its separate contractors; and (5) any costs related to

defective, rejected, or nonconforming Work, materials, or equipment.

- 2.1.36 **Construction Documents (CD):** All of the graphic and written information prepared or assembled by DESIGN BUILD CONTRACTOR for communicating the design and for the bidding and construction of the Project.
- 2.1.37 **Construction Services:** The services more fully described as Construction Services in **Exhibit “B”**.
- 2.1.38 **Contract:** This agreement between the Parties including all exhibits, any written amendments authorized by City Council and DESIGN BUILD CONTRACTOR, any CGMP Amendments, a GMP Amendment, and any Change Orders authorized by this Contract.
- 2.1.39 **Contract Documents:** The executed Contract and all Exhibits, any CGMP or GMP Amendment, any Notice to Proceed, Change Order, or other Modification or Amendment, and Construction Drawings and Specifications.
- 2.1.40 **Contract Price:** The monetary amount originally stated in the Contract adjusted by the CGMPs, GMP, Change Orders and/or Amendments, if any.
- 2.1.41 **Contract Standards:** The standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) the baseline design documents, if any; (4) the insurance requirements; (5) good operating practice, (6) applicable equipment manufacturers’ and suppliers’ requirements and recommendations; and (7) any other standard, term, condition or requirement specifically provided in the Contract Documents to be observed by the DESIGN BUILD CONTRACTOR.
- 2.1.42 **Contract Termination:** For purposes of DESIGN BUILD CONTRACTOR’s indemnity obligation, the Contract terminates upon the earlier of Final Completion or termination by either Party pursuant to the terms of the Contract.
- 2.1.43 **Contract Time:** The number of days stated in the Contract to complete the Work, plus days authorized by Change Order and/or Amendment.
- 2.1.44 **Contractor:** A construction contractor or construction manager other than the DESIGN BUILD CONTRACTOR hired by the City that may work on the Project or in connection with the Project, except as set out in the Division 01 Specifications.
- 2.1.45 **Correction Period:** The period during which the DESIGN BUILD CONTRACTOR shall be obligated to replace or correct deficiencies in Products and/or the Work, which period shall be one year following Substantial Completion and acceptance of the Project, or discrete phase thereof, unless the applicable manufacturer or subcontractor, if any, provides a longer correction period, in which event the longer correction period shall apply.
- 2.1.46 **Cost of the Work:** Cost of the Work has the meaning set forth in Article 9, **Section 9.4** of the Agreement.

- 2.1.47 **Date of Commencement of the Work:** Date established in Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of DESIGN BUILD CONTRACTOR, or persons or entities for whom DESIGN BUILD CONTRACTOR is responsible, to act.
- 2.1.48 **Date of Substantial Completion:** Date that construction, or portion thereof designated by the Director, is certified by Director to be substantially complete.
- 2.1.49 **Day:** Whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays. In the case of plural “days”, those days will be consecutive.
- 2.1.50 **DB:** Shall mean DESIGN BUILD CONTRACTOR. The DB is the entity contracted by HAS to perform preconstruction and construction services for a project. Design-Build is the delivery method.
- 2.1.51 **Deficiency Notice (DN):** For the TSA-HPD Bunker & K-9 Facility Project, the lowest level of the nonconformance reporting. DNs are mostly used for in-process notification of deficiencies that, if allowed to remain uncorrected, would result in nonconforming work.
- 2.1.52 **DESIGN BUILD CONTRACTOR-Related Entity:** The DESIGN BUILD CONTRACTOR, its Subcontractors, Suppliers, subconsultants including professionals, technicians, engineers and anyone for whose acts any of the foregoing DESIGN BUILD CONTRACTOR may be legally or contractually liable, including officers, directors, employees, representatives, agents, consultants and contractors.
- 2.1.53 **DESIGN BUILD CONTRACTOR Fee:** The fee for the DESIGN BUILD CONTRACTOR’s profit and general overhead calculated as a percentage of Cost of the Work (except pass-through Allowances, insurance and Bonds) determined by the City at the time of acceptance of the GMP.
- 2.1.54 **Design to Budget:** The process by which the DESIGN BUILD CONTRACTOR designs the Project to ensure the Agreed Cost of the Work is not exceeded.
- 2.1.55 **DESIGN BUILD CONTRACTOR:** Entity responsible for design and construction of the Project, and all other ancillary and attendant services necessary to deliver the completed and fully operational Project
- 2.1.56 **Director:** The Director of the Houston Airport System, or any person designated by the Director to perform one or more of the Director's duties under this Contract.
- 2.1.57 **Drawings:** Graphic and pictorial portions of the Contract that define the character and scope of the Work.
- 2.1.58 **Effective Date:** The date the City Controller countersigns the Signature Page of this Contract.
- 2.1.59 **FAA:** The Federal Aviation Administration.

- 2.1.60 **Final Completion:** The full completion of the Work in accordance with the Contract Documents, without limitation, the satisfaction of all outstanding and Punch List items, and the issuance of a Certificate of Occupancy by all permitting and licensing entities.
- 2.1.61 **Furnish:** To supply, pay for, deliver to the site, and unload.
- 2.1.62 **General Conditions:** The requirements, terms and conditions set forth in **Exhibit “C”** of the Design Build Contract, which may include terms and conditions that are substantially the same as those found in this Contract and therefore shall be read together and interpreted by City and DESIGN BUILD CONTRACTOR to eliminate conflict between the two. However, should a conflict exist, after Director and DESIGN BUILD CONTRACTOR have used best efforts to reconcile the conflict, the provision most favorable to the City shall prevail.
- 2.1.63 **General Conditions Costs:** DESIGN BUILD CONTRACTOR's on-site management, administrative personnel, equipment, utilities, and incidental work, including field labor and materials. General Conditions includes, but is not limited to: (i) DESIGN BUILD CONTRACTOR Labor Costs for Project Manager, Assistant or Deputy Project Manager, Superintendents and Assistant Superintendents; (ii) Costs of materials and equipment not incorporated or to be incorporated into the completed construction (most notably this would include materials and equipment related to Temporary Facilities), rental charges for Temporary Facilities and all costs arising in relation thereto; and (iii) Other Costs including but not limited to testing fees and utilities, internet, cell phones, project vehicles, on-site computers, printers, monitors, and other electronic equipment. permits; mobilization; demobilization; field engineers and helpers, professional surveyor; field office; field office furnishings; office supplies; field office maintenance and repair; copiers and supplies; storage; communication devices (telephone, radio, etc.); project signs; construction fence – install/remove/maintain; access construction; general clean-up; finish areas clean-up; dumpsters; temporary water service; temporary electrical service; temporary lighting; temporary telephone; temporary weather protection; temporary fire protection; equipment start and testing; monthly ice and cups, monthly toilets; monthly water; and quality control. (For further detail and identification of General Conditions Costs, refer to DESIGN BUILD CONTRACTOR Agreement Article 8, § 8.4)
- 2.1.64 **General Requirements:** The sections of Division 01 Specifications that specify administrative and procedural requirements and temporary facilities required for the Work.
- 2.1.65 **Governmental Authority:** Any federal, foreign, state, local or municipal governmental body; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal. Notwithstanding the foregoing, Governmental Authority shall not include the Director or his designees.
- 2.1.66 **GSE:** Ground Support Equipment.
- 2.1.67 **Guaranteed Maximum Price (GMP):** The amount agreed upon by City and DESIGN BUILD CONTRACTOR as the maximum cost to City for the Work for the

- Construction Services, including the Cost of the Work and the DB's Fee for the Construction Services. The GMP shall incorporate all prior CGMPs as further described in Section 5.8 of the Contract.
- 2.1.68 **GMP Amendment:** GMP Submittal accepted by the Director and approved by City Council.
- 2.1.69 **GMP Submittal:** The proposal for the GMP Amendment submitted by DB to the Director.
- 2.1.70 **HAS:** The Houston Airport System, a department of the City of Houston.
- 2.1.71 **IAH:** George Bush Intercontinental Airport Houston.
- 2.1.72 **Inspector:** City's employee or agent authorized to assist with inspection of the Work.
- 2.1.73 **Install:** Unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, clean, protect, and similar operations.
- 2.1.74 **Key Personnel:** Those people having authority and responsibility for planning, directing and controlling the activities of the DB, either directly or indirectly.
- 2.1.75 **Labor Burden:** Indirect costs associated with employees' compensation. Typical costs associated with the burden include payroll taxes, worker's compensation and health insurance, paid time off, training and associated travel expenses not reimbursed under Section 9.4.2.1(c), vacation and sick leave, pension contributions and other benefits. Labor Burden includes actual costs paid or incurred by the DB for labor costs arising out of taxes, insurance, and benefits that are required either (1) by law or (2) by collective bargaining agreements. Labor Burden shall NOT include, profit, general and administrative costs, home and branch office overhead, profit sharing, bonuses, vehicle allowances, cell phones, computer charges and other costs not directly related to employee costs.
- 2.1.76 **Legal Holiday:** Day established by the City Council as a holiday.
- 2.1.77 **Major Unit Price Work:** An individual Unit Price item, (1) whose value is greater than five percent of Original Contract Price, (2) whose value becomes greater than five percent of Original Contract Price as the result of an increase in quantity, or (3) whose value is \$100,000, whichever is least.
- 2.1.78 **Milestone:** An event activity that has zero-day duration and is typically used to represent the beginning or end of a certain stage of the Project.
- 2.1.79 **Minor Change in the Work:** A written change in the Work ordered by Director that does not change Contract Price or Contract Time, and that is consistent with the general scope of the Contract.
- 2.1.80 **MLIT:** The Mickey Leland International Terminal, or Terminal D at IAH.
- 2.1.81 **Modification:** Change Order, Work Change Directive, or Minor Change in the

- Work, all of which must be in writing and in conformance with HAS's existing processes.
- 2.1.82 **Non-Conformance Report (NCR):** The second level of non-conformance reporting. A Corrective Action Request and Root Cause Analysis (RCA) may be issued for repetitive (actual or potential) deficiencies and safety violations depending upon severity. These typically may be documented in conjunction with the issuance of an audit finding.
- 2.1.83 **Notice of Noncompliance (NCN):** A written notice by Director to DESIGN BUILD CONTRACTOR regarding a construction non-conformance, defective nonconforming work or indeterminate condition that does not meet the Contract requirements is identified and requires physical repair, rework, scrap or use as-is disposition. The NCN establishes a time by which DESIGN BUILD CONTRACTOR shall correct the defective or nonconforming work. The NCN is the third and highest level of non-conformance reporting on the TSA-HPD Bunker & K-9 Facility Project. In accordance with the contract documents, further escalation may include Notice of Event Default, Notice of Pending Termination and Notice of Termination.
- 2.1.84 **Notice to Proceed:** A written notice by the Director to DB establishing (a) Date of Commencement of the Work for a phase or stage of Construction or (b) the date DB is to begin performing Preconstruction Services.
- 2.1.85 **R/OCIP:** Rolling Owner Controlled Insurance Program or Owner Controlled Insurance Program.
- 2.1.86 **Office of Business Opportunity:** Any reference to, or use of, the "Office of Affirmative Action" shall mean the City's Office of Business Opportunity, or any such future name to which it is changed.
- 2.1.87 **ORAT:** Operational Readiness, Activation and Transition.
- 2.1.88 **Original Contract Price:** The monetary amount originally stated in the Contract.
- 2.1.89 **Overhead:** Indirect or fixed expenses of operating a business, including both home office locations and offsite and jobsite locations.
- 2.1.90 **Owner:** The City of Houston, Texas.
- 2.1.91 **Parties:** DB and the City. When in singular form, refers to either the City or DB (as appropriate).
- 2.1.92 **PDM:** Program Definition Manual for the Mickey Leland International Terminal – Final Version December 2014.
- 2.1.93 **Phase or Phases:** A discrete portion of the Work or sequencing of the Work.
- 2.1.94 **Pollutant Facility:** Any facility regulated by the State of Texas to protect the health and environment from contamination by Pollutants, including without limitation, landfills, oil and gas production and storage facilities, wastewater facilities, waste injection wells, and storage tanks (including drums).

- 2.1.95 **Pollutant:** Any materials subject to the Texas Solid Waste Disposal Act.
- 2.1.96 **Preconstruction Services:** The services more fully described as Preconstruction Services in **Exhibits “B” and “E”**.
- 2.1.97 **Price Proposal:** The completed RFP Cost Proposal Form submitted by DB.
- 2.1.98 **Probable Cost of the Work:** An estimate of the Cost of the Work as reconciled by the DB and the Director.
- 2.1.99 **Product:** Materials, equipment, or systems permanently incorporated into the Work (or to be incorporated into the Work) and temporarily used in performance of the Work. Products may include existing construction or components intended for reuse.
- 2.1.100 **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by DB to illustrate a Product.
- 2.1.101 **Project:** Total construction, of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the City or by separate contractors as more fully described in the Contract. The Project is defined in the preamble of this Contract.
- 2.1.102 **Project Manual:** The specifications for the Work. Certain provisions of the Project Manual may be revised during Preconstruction Services. If any revisions to the Project Manual are inconsistent with the material terms of this Contract, this Contract shall control.
- 2.1.103 **Project Schedule:** The DB’s full scope of Works and Services, time phased and logic linked, in a schedule that represents how the DB intends to reach Final Completion within the Contract Time.
- 2.1.104 **Project Team:** The City (acting through the Director and other City employees and representatives working in connection with the Project), DB, any separate contractors employed by the City, and other consultants employed for the purpose of programming, design, and construction of the Project. The constitution of the Project Team may vary at different times during the Preconstruction Services and Construction Phase of the Project. The Project Team, excluding those designated by the DB, will be designated by the Director and may be modified from time to time by him, without additional time or compensation being awarded to DB.
- 2.1.105 **Proposal Documents:** Documents submitted by DB that may or may not have Price Proposal as part of the submittal.
- 2.1.106 **Provide:** Furnish and Install, complete, ready for intended use.
- 2.1.107 **Punch List:** Uncompleted work items that the DB, or Subcontractor must complete in order to achieve Final Completion.
- 2.1.108 **Quality Control (QC):** Those standards, systems, processes, procedures and

activities exercised by the DB, subcontractors and suppliers to ensure that the Work is constructed in accordance with the Contract Documents.

- 2.1.109 **Qualified Employees** – an individual who is paid wages on an hourly basis (i.e., are not paid on a salary basis); is, or has been, employed by a qualified or other HAS-designated contractor who has performed, or is currently performing work at HAS in support of HAS-Designated Capital Projects; and, has individually performed, or has been employed by a qualified or HAS-designated contractor to perform work on HAS-Designated Capital Projects.
- 2.1.110 **Safety Impact Position:** DB's employment position involving duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.
- 2.1.111 **Samples:** Physical examples that illustrate Products, or workmanship, and establish standards by which the Work is judged.
- 2.1.112 **Schedule of Values:** The detailed, itemized list of prices and costs that establishes the value of each part or component of the Work, developed by DB in accordance with the Contract Standards and accepted by Director to serve as the basis for progress payments for the Work.
- 2.1.113 **Shop Drawings:** Drawings, diagrams, schedules, and other data specially prepared for the Work by DB, Subcontractor or Supplier, to illustrate a portion of the Work.
- 2.1.114 **SIDA:** Security Identification Display Area. The SIDA is the secure area of the Airport in which an identification badge must be visible and displayed.
- 2.1.115 **Special Conditions:** Any additional provisions identified as Special Conditions, if any, in the Contract Documents.
- 2.1.116 **Specifications:** Specifications developed by the DESIGN BUILD CONTRACTOR during the Project design and, in limited instances modified by the City, that generally follow Divisions 01-50 of the CSI Master Format.
- 2.1.117 **Stakeholder** - Person, Party or organization that can affect, be affected by, or perceive themselves to be affected by a decision or activity related to the Project. A decision-maker can be a stakeholder.
- 2.1.118 **Statement of Qualification:** Document submitted by the DB in response to a Request for Qualifications, to demonstrate its ability to perform the requested services.
- 2.1.119 **Subcontractor:** Person or firm that has direct or indirect contract with DB or with a Subcontractor to perform a portion of the Work and its authorized representatives.
- 2.1.120 **Substantial Completion:** The date, as reasonably determined by the Director,

during the progress of the Work or designated portion thereof where the Work is sufficiently complete, in accordance with the Contract Documents, so that the City can take Beneficial Occupancy, and the balance of the Work, including all Punch List work can reasonably be expected to be completed within 30 Calendar Days, unless otherwise agreed by the Director.

- 2.1.121 **Superintendent:** Employee of DB having authority and responsibility to act for and represent DB.
- 2.1.122 **Supplier:** Manufacturer, distributor, materialman, or vendor having a direct agreement with DB or Subcontractor for Products, or services and its authorized representatives.
- 2.1.123 **Surety Bond:** A three-party contract between the Surety, the DESIGN BUILD CONTRACTOR, and the Owner (the City) guaranteeing performance and/or payment by the DESIGN BUILD CONTRACTOR in accordance with the terms and conditions of its Contract with the City. If the DESIGN BUILD CONTRACTOR defaults on its obligations of performance or is terminated by the Owner, the Surety is obligated, a) to complete the project itself using a completion contractor, or b) selecting a new contractor to contract directly with the owner, or c) to pay the Owner for the costs of an Owner-selected contractor to complete the project, and d) to also make such payments to subcontractors and suppliers as are justifiable and owing. The Surety organization is typically part of an insurance company, although not always.
- 2.1.124 **TSA:** Transportation Security Administration.
- 2.1.125 **UMP:** The IAH Utilities Master Plan.
- 2.1.126 **Underground Facilities:** Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities that exist below ground level.
- 2.1.127 **Unit Price:** An amount stated in the Contract for an individual, measurable item of work, which, when multiplied by actual quantity incorporated into the Work, amounts to full compensation for completion of the item, including work incidental to it.
- 2.1.128 **Work:** the Work comprises the completed pre-construction, design, and construction, as required by the Contract Documents, and every part thereof (inclusive of temporary works and remedying of defects), constituting among other things: all services, supervision, labor, materials, supplies, equipment, Products and plant, and other items necessary to produce such pre-construction and construction and all material and equipment to be incorporated in such pre-construction and construction in accordance with the Contract Documents (as such may be modified or amended), including all things reasonably inferable from the Contract Documents.
- 2.1.129 **Work Area Notification (WAN):** The form and process used by HAS as a means for the DESIGN BUILD CONTRACTOR to notify the appropriate Airport Operations Center of any proposed activity that will shut down or otherwise affect the operation of any utility, system or operation on the Airport or around Property.

2.1.130 **Work Change Directive:** A written change in the Work, ordered by Director, that is within the general scope of the Contract and consisting of additions, deletions, or other revisions. A Work Change Directive will state proposed basis for adjustment, if any, in Contract Price or Contract Time, or both.

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SAMPLE

EXHIBIT "B"
SCOPE OF SERVICES

SAMPLE

EXHIBIT "C"

Document 00700

GENERAL CONDITIONS (DESIGN BUILD)

SAMPLE

EXHIBIT "D"

KEY PERSONNEL STAFF CLASSIFICATION AND RATES

DESIGNATED REPRESENTATIVE

On - Site Staff	Role	Rate

Off - Site Staff	Role	Rate

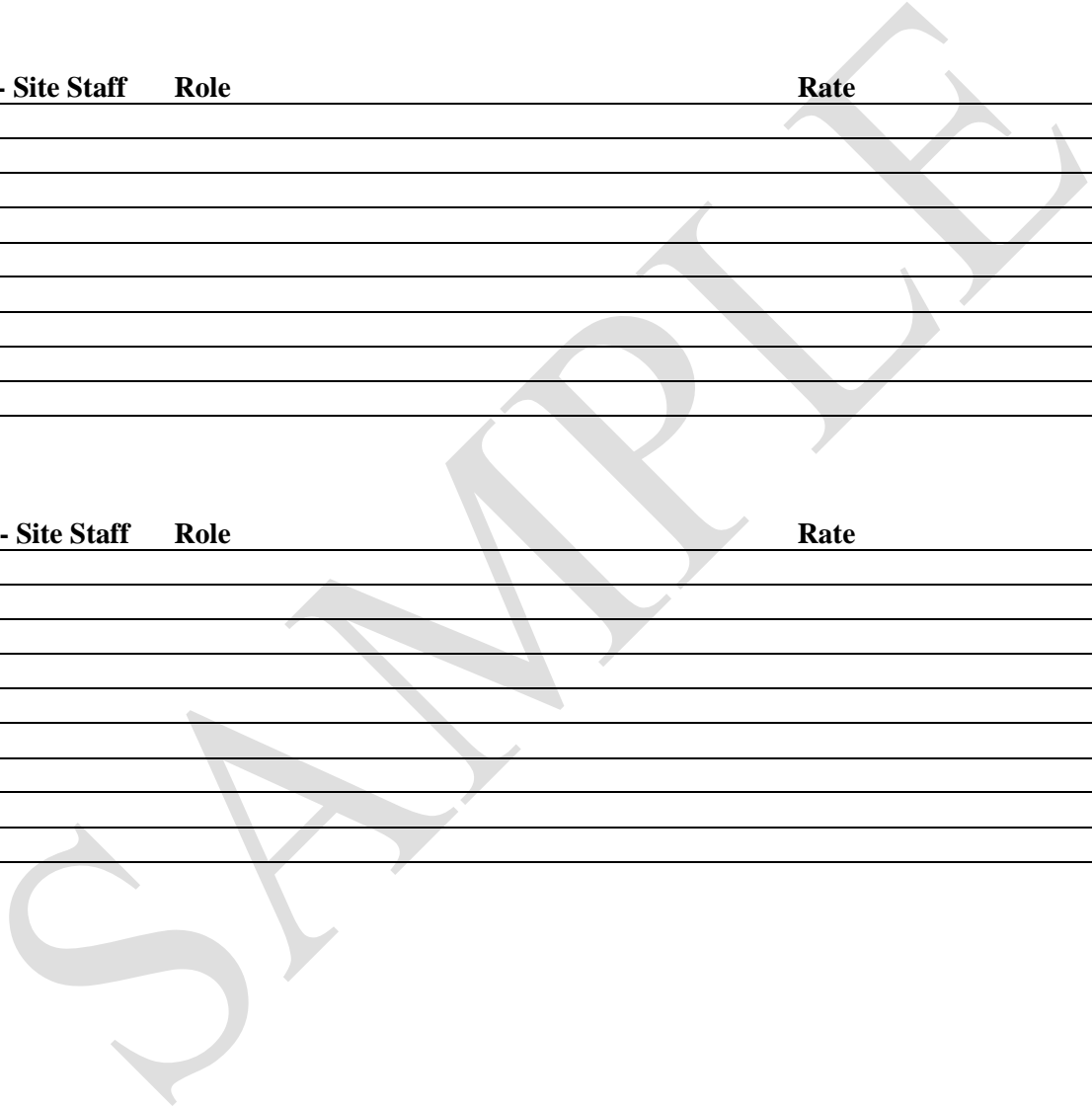


EXHIBIT "E"

PRECONSTRUCTION SERVICES SCHEDULE

SAMPLE

EXHIBIT "F"

COMPONENT AND GUARANTEED MAXIMUM PRICE PROPOSAL FORMS

SAMPLE

EXHIBIT "G"

FORMS OF BONDS

The following documents are incorporated by reference (See Division 00):

- City of Houston Standard Document No. 00610 – Performance Bond
- City of Houston Standard Document No. 00611 – Statutory Payment Bond
- City of Houston Standard Document No. 00612 – One-Year Maintenance Bond
- City of Houston Standard Document No. 00613 – One-Year Surface Correction Bond

EXHIBIT "H"

CITY'S WAGE RATES

(See Division 00)

SAMPLE

City of Houston – Houston Airport System
**SAMPLE TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE DEPARTMENT BUNKER AND K-9
FACILITY AT IAH
SUBJECT TO CHANGE**

**EXHIBIT “I”
PROJECT SCHEDULE**

SAMPLE

Exhibit J
Title VI Non-Discrimination

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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SAMPLE

Exhibit K
Intellectual Property Confidentially Agreement

SUBCONTRACTOR’S ASSIGNMENT OF COPYRIGHT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

1. Design Consultant has entered into a Contract with the **CITY OF HOUSTON, TEXAS** (“City”) to provide _____

_____ as well as related support and consulting services (“Services”).

2. Subcontractor is or will be providing services for Design Consultant related to its Contract with the City.

3. In the course of Subcontractor’s work for Design Consultant related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Design Consultant.

4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Design Consultant.

5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Design Consultant (collectively "Works"), to have and to hold the same unto the City absolutely.

6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights,

City of Houston – Houston Airport System
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patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Design Consultant, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.

7. The Subcontractor shall execute all documents required by the Design Consultant and the Director of the Houston Airport System (“Director”) to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Design Consultant and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor’s contract with Design Consultant or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this _____ day of _____, 20_____.

Subcontractor

By:
Title:

City of Houston – Houston Airport System
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SAMPLE

City of Houston – Houston Airport System
**SAMPLE TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE DEPARTMENT BUNKER AND K-9
FACILITY AT IAH
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“Exhibit L” Drug Quality Compliance Agreement

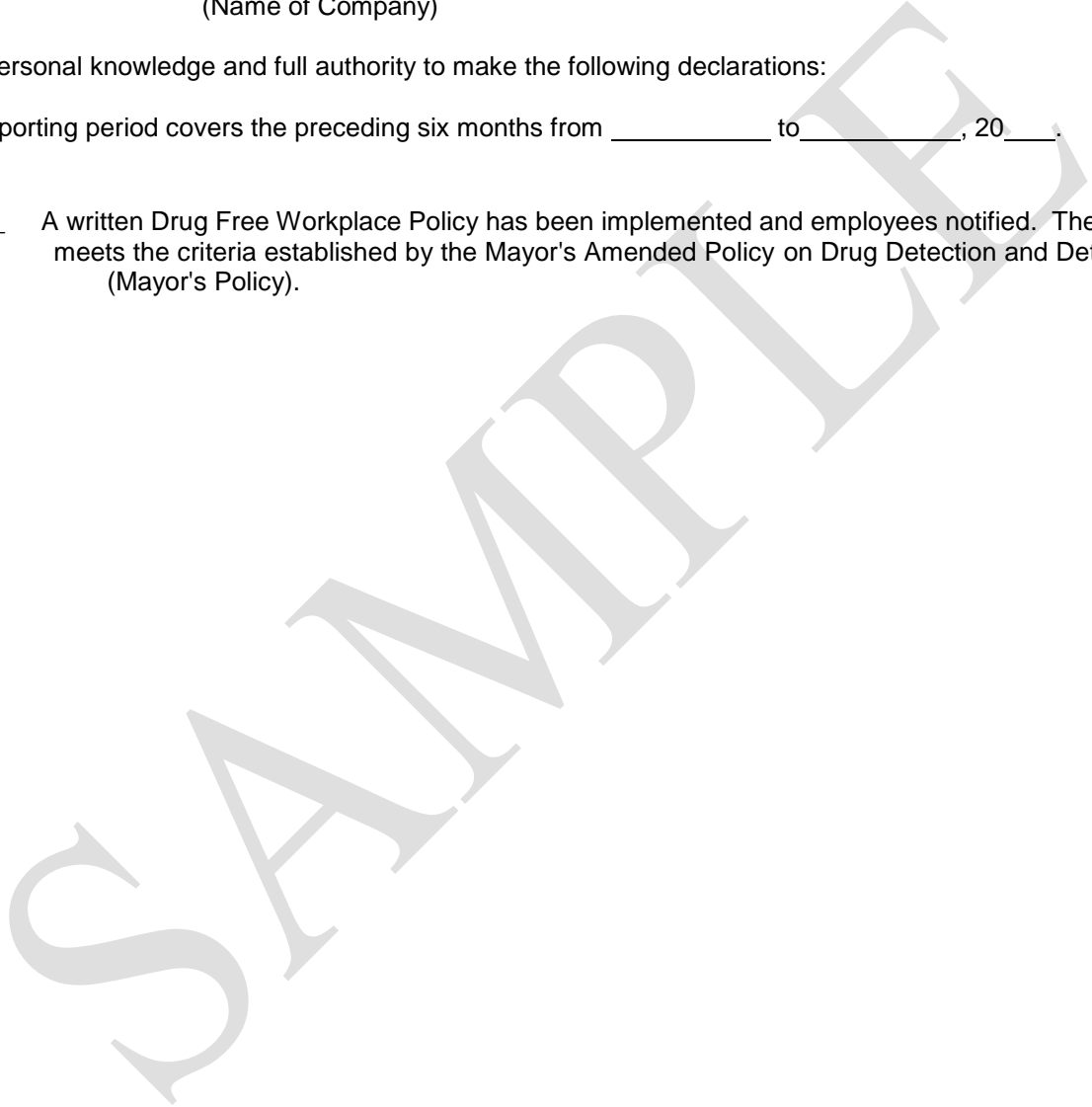
I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Consultant)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 20_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy
Initials meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence
(Mayor's Policy).



City of Houston – Houston Airport System
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“Exhibit M” Design Consultant’s Certification of NO Safety Impact Positions in Performance
of a City Contract

I, _____, _____
(Name) (Title)

as an owner or officer of _____
(Design Consultant) (Name of Company)

have authority to bind the Design Consultant with respect to its bid, and hereby certify that Architect/Engineer
has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved
in performing _____.
(Project)

Design Consultant agrees and covenants that it shall immediately notify the City of Houston Director of
Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)



City of Houston – Houston Airport System
**SAMPLE TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE DEPARTMENT BUNKER AND K-9
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“Exhibit N” Drug Policy Compliance Declaration

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or
(Name) (Print/Type) (Title)
officer of _____ (Consultant) (Name of Company), have personal knowledge and full
authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, _____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The
Initials Policy meets the criteria established by the Mayor’s Amended Policy on Drug Detection and
Deterrence (Mayor’s Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor’s Drug
Initials Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.
Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees in safety impact
positions during this reporting period is _____.

_____ From _____ [Start date] to _____ [End date] the following test has occurred:
Initials

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite
Initials consistent with the Mayor’s Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance
Initials with established guidelines will be considered a breach of contract.

City of Houston – Houston Airport System
**SAMPLE TRANSPORTATION SECURITY ADMINISTRATION AND HOUSTON POLICE DEPARTMENT BUNKER AND K-9
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SUBJECT TO CHANGE**

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

SAMPLE

**ATTACHMENT D – PROHIBITED FIRMS
DESIGN-BUILD FOR
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER
AND K-9 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

LIST OF PROHIBITED FIRM(S)

- 1. Jacobs Engineering**

EXHIBIT A – OFFER AND SUBMITTAL
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT B – BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00450

BIDDER’S STATEMENT OF MBE/WBE/PDBE/DBE/SBE STATUS

This certifies that the status of the Bidder, _____, in
(Bidder's Name)

regard to the City of Houston Code of Ordinances, Chapter 15, Article V, relating to City-wide percentage goals for contracting with Minority and Women-owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE), Chapter 15, Article VI, relating to City-wide percentage goals for contracting with Persons with Disabilities Business Enterprises (PDBE) and Chapter 15, Article IX, relating to City-wide percentage goals for contracting with a Small Business Enterprise (SBE) is as follows:

1. Bidder (individual, partnership, corporation) is is not a Minority Business Enterprise as certified by the Office of Business Opportunity.
2. Bidder (individual, partnership, corporation) is is not a Women-owned Business Enterprise as certified by the Office of Business Opportunity.
3. Bidder (individual, partnership, corporation) does does not declare itself to be a Persons with Disabilities Business Enterprise as defined above.
4. Bidder (individual, partnership, corporation) does does not declare itself to be a Disadvantaged Business Enterprise as defined above.
5. Bidder (individual, partnership, corporation) does does not declare itself to be a Small Business Enterprise as defined above.

Signature: _____

Title: _____

Date: _____

**EXHIBIT C – AFFIDAVIT OF NON-INTEREST
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00454

1.0 AFFIDAVIT OF NON-INTEREST

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who
Affiant
being by me duly sworn on his oath stated that he is _____, of
Title

Name of Firm
the firm named and referred to and in the foregoing; and that he knows of no officer, agent, or employee of the City of Houston being in any manner interested either directly or indirectly in such Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____.
Date

Notary Public in and for the State of TEXAS

Print or type name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT

**EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00455

OWNERSHIP INFORMATION FORM

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters (“Inc”, “LLP”, etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types (“St”, “Rd”, etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name: _____

Business Address [No./Street] _____

City / State / Zip Code _____

Telephone Number _____

Bidder's email address

Email Address: _____

STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

TEX. GOV'T CODE §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX. GOV'T CODE §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- TEXAS RESIDENT BIDDER
- NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (*specify in space below*)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston (“Houston”) in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state “None” on the first line below.

Address

Address

Address

ATTACH ADDITIONAL SHEETS AS NEEDED.

EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

<u>Name</u> Officer	_____	_____
<u>Name</u> Officer	_____	_____
<u>Name</u> Officer	_____	_____
<u>Name</u> Officer	_____	_____
<u>Name</u> Officer	_____	_____
<u>Name</u> Officer	_____	_____

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

<u>Name</u> Director or Member	_____	_____
<u>Name</u> Director or Member	_____	_____
<u>Name</u> Director or Member	_____	_____
<u>Name</u> Director or Member	_____	_____
<u>Name</u> Director or Member	_____	_____

**EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____

DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.*

Owner(s) of 10% or More (IF NONE, STATE “NONE.”):

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

Owner(s) of 10% or More (IF NONE, STATE “NONE.”):

Name: _____
Business Address [No./Street] _____
City / State / Zip Code _____
Telephone Number _____
Email Address: _____
Residence Address [No./Street] _____
City / State / Zip Code _____

ATTACH ADDITIONAL SHEETS AS NEEDED.

**EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal **[DESCRIBE]**:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature

Date

Printed name

Title

EXHIBIT D – OWNERSHIP INFORMATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

NOTE: This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009



City of Houston
Pay or Play Program Requirements



I. Pay or Play Program Overview

A. Purpose

The Pay or Play Program was established with Ordinance 2007-534 on July 1, 2007 and is governed by Executive Order 1-7. The Pay or Play Program (POP Program) creates a more level playing field and enhances fairness in the bid process between competing contractors that choose to offer health benefits to their workforce and those who do not. The program also recognizes and accounts for the fact that there are cost associated with health care of the uninsured citizens of the Houston and Harris County area.

B. Program Elements

1. Covered contracts:

- I.) Advertised after July 1, 2007 or which is executed on or after the effective date of this Executive Order.
- II.) Contracts valued at or above \$100,000.00 (contract) and \$200,000.00 (sub-contract) including contingencies, amendments, supplemental terms and/or change orders.
- III.) Professional Service, Construction, and Service type contracts.

2. Contracts not covered:

- I.) Any contract in which the primary purpose is procurement of property, goods, supplies, and or equipment.
- II.) An inter-governmental contract, inter-governmental agreement or purchasing cooperative.

3. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.

4. Pay or Play Option:

- I.) "Pays" by contributing \$1.00 per covered employee per regular hour for work performed under the contract with the City; or
- II.) "Plays" by providing health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The **employer will contribute no less than \$150 per covered employee per month** toward the total premium cost.
 - The **employee contribution, if any amount, will be no greater than 50% of the monthly premium cost and no more than \$150 per month.**

****Note: (1)A contractor is deemed to have complied with section 5.4 of E.O. 1-7 with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month. (2) If applicable the contractor has the option to both Pay and Play.***

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009



City of Houston
Pay or Play Program Requirements



- 5. Exemptions/Waivers:** The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver (Form POP-4 requested by City departments only).
- 6. Administration:** Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Business Opportunity (OBO) has administrative oversight of the program, including audit responsibilities (department compliance). Questions about the program should be referred to the Department POP Liaison an updated contact list is available on <http://www.houstontx.gov/obo/popforms.html> or call Gracie Orr with the Office of Business Opportunity at 832-393-0633.

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the bid/proposal.

- 1.) City of Houston Pay or Play Program Acknowledgment Form (Form POP-1) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:

- 1.) Certification of Compliance with Pay or Play Program (Form POP-2)

****Note - Contractors that opt to "play" must provide proof of coverage, including document from insurance provider, and names of covered employees.***

- 2.) List of Subcontractors (Form POP-3)

****Note- Review the affidavit statement at the bottom of this form for further important POP Compliance information.***

C. Contractors reporting requirements:

- 1.) Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)
- 2.) Contractors that opt to Play
Provide periodic reports to the contract administrator showing proof of coverage (insurance premium invoice or insurance card) reporting schedule will be determined by administering department based on length of contract. (Form POP-7)

EXHIBIT E – PAY OR PLAY ACKNOWLEDGEMENT FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009



City of Houston
Pay or Play Program Requirements



3.) Employee Waiver Request

Contractor may request POP program waiver by submitting the request on POP-8 if the employee is less than 18 years old, employee has other health coverage such as through spouse or parents, or Medicare/Medicaid.

****Note proof of coverage must be provided in the form of a copy of the employee's insurance card. (Remove social security numbers if applicable)***

- 4.) Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made out to the City of Houston preferably via cashier check or business check.

III. Compliance and Enforcement

The Office of Business Opportunity will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment. The Pay or Play Program Requirements Form and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/obo/popforms.html>

**EXHIBIT F – ANTI-COLLUSION STATEMENT
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

**EXHIBIT G – CONFLICT OF INTEREST QUESTIONNAIRE
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00457

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

**EXHIBIT G – CONFLICT OF INTEREST QUESTIONNAIRE
 DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
 SOLICITATION NO.: H27-RBUK9-2020-009**

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

**EXHIBIT H - RFQ STATEMENT OF QUALIFICATION/RFQ ADDENDUM ACKNOWLEDGEMENT
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

**RFQ Statement of Qualification / RFQ ADDENDUM ACKNOWLEDGEMENT
(TO BE INCLUDED IN ENVELOPE #2)**

[Respondent's Letterhead]

City of Houston

RFQ Addendum Acknowledgment

Respondent: _____

Date: _____

Buyer
Title
Strategic Procurement Division
901 Bagby, Suite B300
Houston, Texas 77002

In response to the Request for Qualifications (RFQ) for the Design-Build of the Project dated _____, 2019, the undersigned hereby declares that I have carefully read and examined the response documents and hereby submit all elements of the STATEMENT OF QUALIFICATIONS as required in the subject Request for Qualifications. The undersigned Respondent acknowledges the right of the City to waive informalities in the responses, to reject any or all responses submitted, and to re-advertise for responses. The undersigned acknowledges receipt and consideration of the following addenda to the response documents:

Addendum Number: _____ Dated: ___/___/___
Addendum Number: _____ Dated: ___/___/___
Addendum Number: _____ Dated: ___/___/___

I, the undersigned, certify that I have examined and am fully familiar with the response documents and that I have satisfied myself with the respect to any questions I had regarding the RFQ. I further certify and declare that the information stated in this response is true and correct. I declare under penalty of perjury under the laws of the State of Texas, that the foregoing is correct.

Respondent:

[Enter Legal Name of Respondent, Primary Address, and Responsible Person]

((Signature)
(Type or Print Name)
(Title)

Phone Number:
E-mail Address:
By: Respondent's Business Address:

**EXHIBIT I – SURETY LETTER OF INTENT (REVISED)
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

[SURETY LETTERHEAD]
[Respondent’s Letterhead]
City of Houston
SURETY LETTER OF INTENT

RESPONDENT: _____ DATE: _____

Al Oracion
Sr. Procurement Specialist
Supply Chain Management
18600 Lee Road
Humble, Texas 77338

SURETY LETTER OF INTENT

Re: REQUEST FOR QUALIFICATIONS RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY

Dear Madam:

Surety understands that Contract will be for a Not-To-Exceed amount of \$2,574,878 with a Guaranteed Maximum Price to be established at the completion Design Development documents. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the Contract’s GMP Price.

By executing this letter, Surety acknowledges that it has reviewed the information in this letter and in the RFQ and, with knowledge of that information, intends to issue the required Proposal Guaranty to the Respondent, and should the Respondent be awarded the Contract, promptly deliver a Performance Bond and Payment Bond for 100% of the Not-To-Exceed amount.

(Signature)
(Type or Print Name)
(Title)

Phone Number:
E-mail Address:
By: Respondent’s Business Address:

**EXHIBIT J – REQUIRED SUBMITTAL CHECKLIST
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Item #	Required Submittal Check Sheet	Check (√)
1.	Table of Contents	
2.	Introduction Letter	
3.	Executive Summary	
4.	Section 1 - Letter of Transmittal	
5.	Project Approach	
6.	Firm Qualifications	
7.	Project Team Qualifications	
8.	Design Services of HPD office, K-9, and Container Dump Site Phase	
9.	Management and Staffing Plan Services	
10.	Project Controls	
11.	Financial Capabilities	
12.	EXHIBIT A – Offer and Submittal	
13.	EXHIBIT B – Bidder's Statement of MBE/WBE/PDBE/DBE/SBE Status	
14.	EXHIBIT C – Affidavit of Non-Interest	
15.	EXHIBIT D – Ownership Information Form	
16.	EXHIBIT E– Pay or Play Acknowledgement Form	
17.	EXHIBIT F – Anti-Collusion Statement	
18.	EXHIBIT G – Conflict of Interest Questionnaire	
19.	EXHIBIT H– RFQ Statement of qualification/RFQ addendum Acknowledgement	
20.	EXHIBIT I– Surety Letter of Intent	
21.	EXHIBIT J – Required Submittal Checklist	
22.	EXHIBIT K – Respondent Contact Directory Form	
23.	EXHIBIT L – Reference Verification Form	

EXHIBIT K – RESPONDENT CONTACT DIRECTORY
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9 FACILITY AT WILLIAM P. HOBBY
(HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

RESPONDENT CONTACT DIRECTORY

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

The purpose of the Respondent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Respondent. This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFQ; and
2. Respondent Key Personnel (as appropriate) listed in the Submittal.

EXHIBIT L – REFERENCE VERIFICATION FORM
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

REFERENCES

- 1.1 Respondent must be able to demonstrate that they have sufficient expertise, qualified personnel experienced and that their company has done or currently providing the services of similar size as specified in the statement of work. Respondent must have been actively engaged as an actual business entity in the activities described in the bid document for at least the five (5) years immediately prior to the submission of their bid.
- 1.2 The reference(s) must be included in the space provided below. Additional pages may be added if necessary. References must be included at the time of bid submittal.

LIST OF CURRENT/PREVIOUS CUSTOMERS

- 1. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

- 2. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

- 3. Company Name: _____
Contact Person/Title: _____ Phone No.: _____
E-mail Address: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

**EXHIBIT M – BIDDER’S MWBE PARTICIPATION PLAN
 DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
 SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00470

BIDDER’S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer’s plan to meet the contract-specific MWSBE goal (“contract goal”). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate “Good Faith Efforts”, which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their “Good Faith Efforts”, as required by the City of Houston’s Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. Visit <http://www.houstontx.gov/obo> for more information.

Contract Goal	MBE	WBE	Bidder’s Participation Plan Percentage	SBE	MBE	WBE	Total
----------------------	------------	------------	---	------------	------------	------------	--------------

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places)	Cert. Type for Goal MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ * Date: _____
 Print Name: _____ Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

**EXHIBIT N – PRE-BID GOOD FAITH EFFORTS
 DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
 SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00471

PRE BID GOOD FAITH EFFORTS

Bidder or Proposer Name: _____ **Project Name & Bid/Contract #** _____

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document CCD-00470) to meet the contract specific goal in the Agreement, must submit this completed form as well as a Goal Deviation Request Form (Document 00472), and any other documentation of “Good Faith Efforts” with the bid (see Document 00808). The Bidder or Prime Contractor has the burden to demonstrate “Good Faith Efforts” to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City’s Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

UNLESS THE BIDDER’S/PROPOSER’S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

**EXHIBIT N – PRE-BID GOOD FAITH EFFORTS
 DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
 FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
 SOLICITATION NO.: H27-RBUK9-2020-009**

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			
					Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/>			

Authorized Signature: _____ Date: _____ Phone: _____

Print Name: _____ Email Address: _____

**EXHIBIT O – PRE-BID GOOD FAITH EFFORTS
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009**

Document 00472

BIDDER’S MWSBE GOAL DEVIATION REQUEST

Bidder or Proposer Name: _____

Project Name & Bid/Contract #: _____

Department Approved MWSBE Goals	SBE	MBE	WBE	Total
	%	%	%	%

Bidder’s Proposed MWSBE Goals	SBE	MBE	WBE	Total
	%	%	%	%

Justification: Please provide the reason the Bidder is unable to meet the MWSBE goal in Form 00800.

Good Faith Efforts: Please list any efforts not listed in the Bidder’s Good Faith Effort Report (Form 00471).

Date: _____ Bidder: _____

Email: _____ By: _____

Phone Number: _____ Title: _____

FOR OFFICIAL USE ONLY: Approved Not Approved

OBO Representative _____ Date: _____

_____ Title _____

EXHIBIT P – CONTRACT EXCEPTION CHART
DESIGN-BUILD FOR THE CONSTRUCTION AND RELOCATION OF TSA & HPD BUNKER AND K-9
FACILITY AT WILLIAM P. HOBBY (HOU) AIRPORT
SOLICITATION NO.: H27-RBUK9-2020-009

This Contract Exception Chart MUST be included with the proposal response or the proposal will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only

ITEM No.	CONTRACT SECTION	CONTRACT LANGUAGE ¹	REVISED LANGUAGE IN RED-LINE FORMAT ²	EXPLANATION
1	Monthly Invoices	Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Contractor shall submit weekly <u>monthly</u> invoices to the City for Products and Services in accordance with the requirements specified in this Section.	Proposer's system is set up to bill on a monthly basis.
2	Contract Term	This Agreement is effective on the Countersignature Date and remains in effect for 2 years unless sooner terminated under this Agreement ("Initial Term").	This Agreement is effective on the Countersignature Date and remains in effect for 2 years <u>3 years</u> unless sooner terminated under this Agreement ("Initial Term").	Proposer's proposal will require 3 years to complete

Unless a Proposer agrees with and can fulfill all of the conditions and requirements in a contract clause, Proposer must state the exceptions to the clause in this chart and suggest proposed modifications to the specific contract language with which the Proposer disagrees or for which Proposer is unable to satisfy the condition or requirement, including an explanation of the revision (if any). If Proposer does not list an item as a contract exception on this chart, the City reserves the right to hold the Proposer accountable to perform in strict compliance with the proposed contract, if awarded to Proposer.

Explanation Box: Proposer should include an explanation to accompany the exception (e.g. the revised language), unless the revision is self-explanatory. Explanations may address a variety of matters, including, but not limited to:

- Distinguishing attributes or benefits associated with the response;
- Rationale for Proposer's revisions;
- Limitations, special conditions or deviations requested by Proposer;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and Any matter that Proposer believes would be helpful to the City in reviewing the exception

¹ NOTE THAT THIS LANGUAGE IS MERELY ILLUSTRATIVE AND DOES NOT NECESSARILY REPRESENT ANY ACTUAL LANGUAGE IN THE RFP OR TERMS AND CONDITIONS RELATED TO THE RFP. PROPOSER SHALL INCLUDE THE EXACT LANGUAGE FROM THE RFP OR THE TERMS AND CONDITIONS IN THIS COLUMN.

² THE EXAMPLES OF REDLINED LANGUAGE ARE MERELY ILLUSTRATIVE AND DO NOT INDICATE LANGUAGE THAT THE CITY WOULD OR WOULD NOT ACCEPT OR BE WILLING TO AGREE TO.