



# CITY OF HOUSTON

**Sylvester Turner**

Mayor



HOUSTON AIRPORT SYSTEM

George Bush Intercontinental ~ William P. Hobby ~ Ellington Airport

Mario C. Diaz  
Director of Aviation

July 8, 2022

**SUBJECT: Letter of Clarification No. 2**

**REFERENCE:** Request for Competitive Sealed Proposal (CSP) Passenger Loading Bridges Replacement and Maintenance at IAH & HOU; Solicitation No. HJA-HASPLB-2022-016; Project No. 946A & 946B

To: All Prospective Respondents:

This Letter of Clarification (LOC) is issued for the following reason:

**I. Extend** the solicitation due date from July 14, 2022, to **July 21, 2022, at 2:00 P.M. (CST).**

**II. To Respond to Questions**

1. **Question:** Ground Power Unit Question: 1.18.H. Spec calls for 6% input current distortion. Q. We would like to use a unit that meets the industry standard of 10%.

**Response:** Up to 10% current distortion is acceptable.

2. **Question:** Ground Power Unit Questions: 1.19.O. Spec calls for overload of 150% for 5 minutes. Line 1.21.A. calls for overload of 150% for 30 seconds. Q. Please confirm that Line 1.21.A is the correct spec. Five minutes would trip the building circuit.

**Response:** Overload of 150% for 30 seconds will be the criteria during commissioning.

3. **Question:** Ground Power Unit Question: 1.24.D. Spec calls for pendant control box to be SST or painted steel. Q. We ask that you please allow the use our standard fiberglass NEMA 4 control box. It has been widely accepted.

**Response:** Fiberglass NEMA 4 control box is acceptable.

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4. **Question:** Ground Power Unit Question: 1.24.E. Spec describes a Hobart control box. It is very specific in its description. Q. We do not make a Hobart GPU and associated components. As an approved manufacturer, please allow us to provide our control box with our standard controls, which is a green ON lamp, start, and stop buttons.

**Response:** A control box which provides the same functionality and is an 'or equal' is acceptable.

5. **Question:** Ground Power Unit Question: 1.27.Q. Spec calls for desiccant filter or other means of removing moisture from the circuit boards. Q. We use conformally coated circuit boards so that moisture does not affect the boards. Please include coated circuit boards as an alternate to moisture removal.

**Response:** Coated circuit boards as an alternate to moisture removal is acceptable.

6. **Question:** Ground Power Unit Question: 1.27.U Spec calls for power cables to be halogen free. This is a European cable not made in the U.S. Q. We use standard US manufactured cables which are UL listed. Please accept the U.S. standard and remove the halogen free requirement.

**Response:** The US standard UL listed non-halogen free cables are acceptable.

7. **Question:** Please clarify whether powered cable reels are required for the output aircraft cables, or if cable hoist will be allowed.

**Response:** Powered cable reels are preferred but not required for the output aircraft cable.

8. **Question:** The RFP references "General Conditions" and "Supplementary but no supplementary conditions are included. The RFP states certain things, like liquidated damages, are stated in the supplementary conditions. Please provide the supplementary conditions for review.

**Response:** Document 00800 - Supplementary Condition Sections will be provided for review via Letter of Clarification (see attachment).

9. **Question:** 1.5.P. EMI/RFI: Unit shall be designed so as not to affect aircraft radio/navigation equipment. It shall be applicable throughout the entire aircraft radio frequency range. Provisions shall be designed into the unit to protect it from voltage fluctuations which might result from the operation of aircraft radio frequency equipment. Q. The JBT PCA units have no history of interfering with aircraft radio/navigation equipment. No additional filters or other provisions are being added to the PCA unit. Comment made for clarification and will also apply to 1.18.K.

**Response:** Acknowledged.

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10. **Question:** 1.17.D. NEMA Compliance: Motors, enclosures and electrical accessories shall comply with NEMA standards and be so rated. Q. If the requirement for electrical accessories does include contactors and circuit breakers, then we cannot comply. We use IEC rated contactors and circuit breakers in our PCA units. We do not have room in our control panel for NEMA rated components. They are too large. If the requirement for electrical accessories does include contactors and circuit breakers, then we ask that you please remove this requirement, or allow IEC rated contactors and circuit breakers as an alternate for smaller compartments. If not, we cannot bid.

**Response:** IEC rated contactors and circuit breakers are acceptable.

11. **Question:** 1.18.D. The PCA units shall have a minimum of two distinct assemblies. 1.18.D.1. A control assembly which contains the low voltage logic and control circuits. 1.18.D.2. A blower/coil unit containing a blower, inlet butterfly damper, cooling coils, compressors, condenser coil, condenser fans... Q. The JBT PCA unit is designed with the control assembly/control panel as part of the PCA unit. The JBT PCA unit does not use an inlet butterfly damper. The airflow on the JBT PCA unit is controlled by a VFD. Please allow our standard design.

**Response:** The design with the control assembly/control panel as part of the PCA unit, no inlet butterfly damper, and the airflow controlled by a VFD is acceptable.

12. **Question:** 1.18.J. The blower wheel and shaft assembly shall receive a two (2) plane dynamic balance at maximum RPM and the maximum allowable vibration velocity shall not exceed 0.1 inch/second or 0.5 MIL displacement. Q. We use blowers that are factory balanced by the manufacturer in accordance with AMCA standard 204 to Fan Application Category BV-3. Please accept our standard.

**Response:** AMCA standard 204 Fan Application Category BV-3 is acceptable provided the remaining requirements in 1.18.J. are met.

13. **Question:** 1.18.L. Where the Dx POU unit components are assembled within a unitized enclosure, provide access doors of the hinged and insulated type. Q. The JBT PCA units use bolt on covers and doors to access components inside the PCA unit. A hinged door is used on the control panel. Our PCA unit design is not considered to be a unitized enclosure, so our covers are not required to be insulated. Please allow our standard design.

**Response:** Standard design as described is acceptable.

14. **Question:** 1.19.A.1.d. The performance requirements for cooling show the Aircraft electrical load: 115,000 BTU/h. Q. The electrical load as specified for the design aircraft and referenced in the aircraft Maintenance Facility and Equipment Planning manual for each of the required aircraft will be used in place of 115,000 BTU per hour to verify PCA unit sizing. Using 115,000

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BTU/H for all aircraft will increase the size of the PCA unit required. Please modify this requirement to allow the electrical load as specified for the design aircraft and referenced in the aircraft Maintenance Facility and Equipment Planning manual for each of the required aircraft in place of 115,000 BTU per hour to avoid increasing the size of the PCA unit.

**Response:** Utilizing the electrical load as specified for the design aircraft and referenced in the aircraft Maintenance Facility and Equipment Planning manual for each of the required aircraft in lieu of a standard 115,000 BTU per hour load is acceptable.

15. **Question:** 1.20.D.3. All wiring shall be terminated on terminal blocks and/or suitable connectors. Q. JBT standard wiring practice for spare wires is to cap them with heat shrink tubing and neatly secure them in the wire-way system inside the control panel. We consider the heat shrink cap a suitable connector. Please allow our standard.

**Response:** Capping spare wires with heat shrink tubing and neatly secure them in the wire-way system inside the control panel is acceptable.

16. **Question:** 1.20.D.9. All exterior conductor/cables shall be in conduit. Exposed cables will only be allowed where required due to flexibility needs and then will be limited to a maximum of 48". Q. We use cables because of flexibility requirements but the length is not limited to 48". NEC permits the use of full run exposed cables when flexibility is required. Please allow our standard.

**Response:** Exposed cables which meet NEC that are not in conduit for flexibility requirements greater than 48" is acceptable.

17. **Question:** 1.21.A.1. Hermetic sealed scroll compressors with integral vibration isolators are required. Q. We solid mount the compressors in our PCA unit per the manufacturer's recommendations. Low/high refrigerant pressure cutouts with manual reset are required. We use low and high refrigerant pressure cutouts that are automatic reset. A low oil pressure cutout with manual reset is required. We cannot provide a low oil pressure cutout because the scroll compressor is not provided with an oil pressure cutout. Please allow our standard.

**Response:** The standard indicated is acceptable.

18. **Question:** 1.21.3. Vibration isolator/absorber with wire mesh-covered metallic bellows shall be installed in the suction and discharge line to isolate/absorb the compressor vibrations. Q. Vibration isolators are not included in the design of the JBT PCA units because of the potential for leaks. The piping inside the JBT PCA units is routed and supported such that vibration absorbers are not needed. Please accept our standard.

**Response:** The standard indicated is acceptable.

19. **Question:** 1.21.C.2. Refer to comments for 1.18.J. concerning blower balance.

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**Response:** AMCA standard 204 Fan Application Category BV-3 is acceptable provided the remaining requirements in 1.18.J. are met.

20. **Question:** 1.21.D.1. requires that the condenser fan blades shall be constructed from spark and corrosion proof material and each DX POU unit shall utilize two (2) identical motor/fan assemblies. Q. The condenser fan assemblies used in the JBT PCA units are not spark proof. The fan blade is protected against corrosion. Two (2) to six (6) condenser fan assemblies are used in the JBT PCA unit depending on the size of PCA unit. Please accept our standard condenser fan configuration with non-spark proof blades.

**Response:** The preferred nonferrous material used in spark resistant construction fans is aluminum, however alternative materials are also used, such as plastics, fiberglass, and Monel.

21. **Question:** 1.21.D.2. requires a 4-pole, totally enclosed fan-cooled fan motor shall be directly connected to the fan propeller. Motor shall be NEMA Design B, Class F insulation, 1.15 S.F. Q. The condenser fan assembly used in the JBT PCA units have a variable speed DC motor. Please accept our standard variable speed DC condenser fan motor.

**Response:** The standard indicated is acceptable.

22. **Question:** 1.21.F.1. Coils with aluminum plate fins and seamless copper tube are required. Q. The JBT PCA units use aluminum fin/copper tube coils for the evaporator and all aluminum microchannel coils for the condenser coils. Please allow the use of microchannel condenser coils.

**Response:** The use of microchannel condenser coils is acceptable provided this comply with ARI 410.

23. **Question:** 1.21.M.1. A thermostatic expansion valve is required. Q. We will comply by providing an electronic expansion valve in lieu of the thermostatic expansion valve. This is our design. Please accept our design standard.

**Response:** An electronic expansion valve in lieu of the thermostatic expansion valve is acceptable.

24. **Question:** 1.21.O.1. The PCA DX unit shall be provided with Control Logix, Compact Logix programmable logic controller manufactured by Allen Bradley, per the HAS Design Standards manual. 1.21.O.2. The controller shall be based on a 32-bit microprocessor and utilize flash memory technology to store operation parameter information. Q. The JBT SJ units use JBT controls (circuit boards). The air control board uses 16-bit microprocessor, and the HMI uses 32-bit microprocessor with flash memory. The JBT LJ unit uses a Beckhoff PLC. Please allow our standard controls.

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**Response:** The proposed components are acceptable.

25. **Question:** 1.21.O.3.a. The PCA manufacturer shall configure the portable laptop computer for Local access to each PCA DX unit controller. Q. The JBT PCA units are provided with an HMI that can be used for trouble shooting and service of the PCA unit. A laptop can be provided but it is not required.

**Response:** Provides two (2) laptops to ensure redundancy/expedite troubleshooting.

26. **Question:** 1.21.O.4. Control system shall be low voltage (12 & 24 VAC). Q. The JBT PCA units use 24VDC control voltage. Please allow our standard.

**Response:** 24VDC control voltage is acceptable.

27. **Question:** 1.21.O.5. Contactors shall be AC operated with 120V 50/60 Hz holding coil. Q. The contactors used in the JBT PCA units have 24VDC coils. Please accept our standard.

**Response:** 24VDC coils are acceptable.

28. **Question:** 1.21.O.5. Thermostats shall be utilized in the system to maintain the required temperature parameters of the supply air. Q. We do not use thermostats to maintain the required temperature. We use the control boards and PLC to maintain temperature and control the unit.

**Response:** The use of control boards and PLC to maintain temperature and control the unit is acceptable.

29. **Question:** 1.21.Q. The description of the control station in this section is very specific. Q. The control stations provided with the JBT PCA units have all the requested features, but they may be presented different from the description in the spec. Please allow our standard control stations.

**Response:** Please comply with specification.

30. **Question:** 1.21.W.3. The lower corners of all units shall be equipped with fluorescent safety corner locator rods as necessary to match airfield standards. Q. Will yellow corner bumpers be allowed in place of fluorescent safety corner locator rods? If not, then please provide airfield standards and more information on fluorescent safety corner locator rods.

**Response:** Yellow corner bumpers are acceptable.

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31. **Question:** 1.21.W.9.b. The smoke detector shall be of the ionization type. Q. Our Ionization smoke detector has been discontinued and replaced by a photoelectric smoke detector. No more ionization smoke detectors are being made. A manual switch shall be utilized to reset the smoke detector. The smoke detector in the JBT PCA unit can be reset by a magnet touching the side of the smoke detector or by cycling the main circuit breaker. Please allow our standard photoelectric smoke detector design.

**Response:** Photoelectric smoke detectors are acceptable.

32. **Question:** 1.22.A.3. Factory mass flow tests shall be conducted for each size of Dx POU units at design ambient conditions with a test apparatus whose resulting calculated mass flow has been certified by the NEBB Agency or other approved Agency. We use a test device manufactured in accordance with ASME MFC-3M-1989. The unit performance ratings are based on SAE ARP 5374. Please accept our standard.

**Response:** The test device manufactured in accordance with ASME MFC-3M-1989 is acceptable.

33. **Question:** There are some communication equipment on the roof, these roof top units does need Lightning Protection System on them and interconnect to the existing Lightning Protection System. It currently is not under any kind of zones of protection, do we need to install lightning protection for them? They were not show up on the draws.

**Response:** Refer to sheet EP114 note #7 and sheet E0000 to applicable codes and standards referring to UL 96A Requirements for lighting protection systems.

34. **Question:** 1.17.E.5 and 1.17.E.6 Page 15 - 5. Original software and documentation registered in the Owner's name. 6. Hard copy and electronic version (compact disk or flash card) copies of all programs and settings loaded into equipment provided hereunder. Just in case there is an expectation, JBTC equipment source codes are proprietary and will not be offered with the laptop computer. Troubleshooting and diagnostic functions will be provided if available. Our PBB has its own diagnostic system in the PLC maintenance screens.

**Response:** This is 1.16.E.5 & 1.16.E.6. This requirement is waived.

35. **Question:** 1.22.E.4 Page 20 - 4. The PLB transformer and the various PLB 110/220 auxiliary, lighting control circuits shall be located in a separate lockable cabinet in the PLB Cab area. Q. JBTC's standard design has the stepdown transformer 480/110/220 VAC located at the rotunda column below the main disconnect panel. Please accept our standard location.

**Response:** The stepdown transformer 480/110/220 VAC located at the rotunda column below the main disconnect panel is acceptable.

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36. **Question:** 1.23.B.3 Page 20 Duplex GFI outlets - 3. in the lower exterior of control station. Q. Our standard location for the duplex GFI outlet is mounted on the side wall of the cab next to the control console. We suggest accepting our standard location for the duplex GFI outlet. If the outlet is mounted on the console door, we have 120-volt wires flexing every time the door is opened. We feel it is a safer option to mount the outlet in the wall location where it will not be on a door. Please accept our standard location.

**Response:** The duplex GFI outlet is mounted on the side wall of the cab next to the control console is acceptable.

37. **Question:** 1.23.C.3 Page 21 - 3. The interior tunnel, rotunda light fixtures shall be recessed. The interior cab bubble light fixture may be recessed or surface mounted. The cab exterior light fixture shall be weatherproof and surface mounted. These fixtures shall utilize a minimum of two (2), four (4) ft. 110V LED tube lamps. Q. JBTC lighting for the cab exterior area uses an outdoor rated LED array fixture. The tube LED design uses a fluoresce ballast to power a LED driver in the tube, so this will consume more power. With two conversion system it increases failure percentages. Please allow the LED array fixture which uses a single driver.

**Response:** The LED array fixture which uses a single driver is acceptable.

38. **Question:** 1.23.C.3.a Page 21 - a. The fixtures shall blend with the ceiling design and be oriented in the same direction as the ceiling tile. Q. Due to structural constraints, JBTC light fixtures must run perpendicular to the ceiling planks. Our tunnel lights are 2' X 4' flat panels fixtures on 12-foot centers (8 feet apart). This arrangement will meet the average 20-foot candles at floor level as stated in 1.23.C.4. Please accept this system.

**Response:** Light fixtures must run perpendicular to the ceiling planks is acceptable.

39. **Question:** 1.23.C.d Page 21 - d. The first A-Tunnel light shall be located within 24 in. of the rotunda end of the A"-Tunnel. Q. Due to structural constraints, please allow a range between 24 to 48 inches from the rotunda end of the A tunnel. JBTC will provide a 2' X 2' flat panel fixture in this location. Please allow the variance.

**Response:** A range between 24 to 48 inches from the rotunda end of the A tunnel is acceptable.

40. **Question:** 1.23.C.8.c Page 21 c. The lamps for the exterior floodlights shall be Beacon # FL-1-24W-MF-BB 24-watt LED floodlights. Q. JBTC uses as a standard a Spring Lighting Group (SLG) FDCM 60 G1 5K a 45W. 5650 Lumens, CCT 5000K lamp. Which has a wide floodlight distribution (7HX6V) pattern. Please allow our standard floodlight fixture.

**Response:** Spring Lighting Group (SLG) FDCM 60 G1 5K a 45W. 5650 Lumens, CCT 5000K lamp is acceptable.



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41. **Question:** 1.23.C.10 Page 22 10. An LED weatherproof light fixture shall be located on the exterior of the PLB, outside the Service door, above the landing. The light shall be controlled by a switch located on the interior wall of the PLB, next to the Service door and in the same switch box as the tunnel 3-way light switch. The light switch shall have a SST cover plate. This light shall also have a photocell which will override the interior light switch. The lamp for the service door light shall be a New Star # NWLDM-L30-12-BK-PC 20-watt LED lamp. Q. We cannot find the reference to this light fixture New Star # NWLDM-L30-12-BK-PC 20-watt LED lamp. JBTC uses a wall pack design fixture TWR1 LED 40K MVOLT at 33 W 2161 Lumens. Is this acceptable?

**Response:** A wall pack design fixture TWR1 LED 40K MVOLT at 33 W 2161 Lumens is acceptable.

42. **Question:** 1.23.D.4 Page 22 4. All power and control cabling between the equipment disconnect(s) at the PLB rotunda and the PLBs C-Tunnel shall be contained in an exterior cable conveyance system mounted either under or on the side of the PLB. All power and control cabling shall be of a "Flat Pak" design. This system shall be accessible at all operational positions of the PLB for maintenance personnel to inspect the system or for replacement or addition of cables. Q. JBTC's preference is to use round cables in a dogleg (Pantograph) system. This will reduce overall costs since the flat cables are special order items. Please allow round cables.

**Response:** Round cables in a Pantograph System is acceptable.

43. **Question:** 1.23.E.3 Page 23 3. No standard electrical and/or communication service conduit or SO Cord shall be permitted on the exterior sides of the PLBs Tunnels or Walkway. Q. Please clarify that this statement is not allowing the fastening of conduits or cables to the side of the tunnels walls, but that cables in the dogleg (Pantograph) system are not affected by this statement. Is our understanding correct?

**Response:** Confirmed. Cables in the dogleg (Pantograph) system are not affected by this statement.

44. **Question:** 1.23.E.6 Page 23 6. Any concealed wiring running within walls, ceilings, floors, or other inaccessible areas must be contained in conduit for the length of the run and must be terminated on a terminal strip in a junction box at each end of the conduit. Q. To clarify, JBTC uses a wireway system in the ceiling to run the wires for the lighting system or armored cable. Is this acceptable?

**Response:** Armored cable is acceptable.

45. **Question:** 1.23.J Page 23 J. Quick Disconnect fittings must be MS standard receptacles and plugs and shall be UL or ETL approved. Quick Disconnect receptacles and plugs shall be labeled with a permanent type of label to indicate which receptacle goes with which plug. Q. JBTC uses UL Listed receptacles and plugs as a standard. ML (Mil Spec) type quick disconnect fittings do not have the current rating required for some of our connections. Since we are using UL listed

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products could you please relax the MS requirements that will allow us to meet the required current rating?

**Response:** The ML Mil Spec requirement is waived.

46. **Question:** 1.23.Q.12 Page 25 12. Wire ties SHALL NOT be used to securing any wiring. NEC / UL approved clamps and methods must be used to secure wiring. Q. JBTC uses straps when supporting and bundling heavy cabling and bundles. In areas like the console, disconnect panels and in junction boxes where light gauge (12 AWG and under) are routed, the use of UL listed wire ties are used. Is this acceptable?

**Response:** In areas like the console, disconnect panels and in junction boxes where light gauge (12 AWG and under) are routed, the use of UL listed wire ties are used is acceptable.

47. **Question:** 1.30.C.4. Page 35 4. The transition ramp shall be hinged, with an SST "piano" style hinge. Other methods of attachment to the PLB tunnel are not acceptable. Q. Our ramp design does not use hinges. The ramp material is 10-gauge steel sheet that is laser cut with fingers that is bent and is inserted into a slotted frame in the tunnel section. This is a stronger connection than hinges. Are these acceptable in lieu of stainless-steel hinges?

**Response:** This is acceptable.

48. **Question:** 1.32.I.2 Page 40 1. have a one-piece galvanized courtesy plate, installed under the platform covering. Q. JBTC has a structural element the prevent a one-piece courtesy plate. Please allow a 2-piece courtesy plate. Please accept our standard.

**Response:** A 2-piece courtesy plate is acceptable.

49. **Question:** 1.35.D.2 Page 43 2. A radiused 3-4" wide diamond threshold plate shall be used between the circular rotunda floor and the floor to the PLB A-Tunnel, and no carpet pound down shall be required around the circumference of the rotunda floor. If a diamond threshold plate is not used in the rotunda, then carpet pound down shall be installed around the circumference of the rotunda floor. Q. To clarify if installed, the radius threshold location is between the rotunda circular floor to the rotunda rigid frame that supports the A tunnel. This threshold does not extend to the rigid frame to the A tunnel transition. Please acknowledge this definition.

**Response:** Acknowledged.

50. **Question:** 1.35.D.4 Page 43 4. Transition Ramps — 1-1/2" Marine Grade Plywood sub-floor and Manufacturer's standard wall to wall carpet. No carpet tile shall be allowed. Carpet shall be extended from PLB tunnel over transition ramp hinge in one piece to cover transition ramp. Carpet bars shall be attached with screws or rivets. Q. As stated above JBTC ramp is fabricated using 10-gauge steel not 1-1/2" marine grade plywood. Please accept this improved ramp design.

**Response:** 10-gauge steel in lieu of 1-1/2" marine grade plywood is acceptable.

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51. **Question:** 1.35.D.5 and 1.35.D.6 Page 43 5. Cab Bubble — 3/4" Marine Grade Plywood or Metal floor w / 1/4" (6.4mm) thick black ribbed rubber floor covering. A radiused 3-4" wide diamond threshold plate shall be used between the cab bubble floor and cab floor and no carpet pound down shall be required around the circumference of the cab bubble floor.  
6. Cab Exterior — Metal subfloor with 1/4" (6.4mm) thick black ribbed rubber floor covering.  
Q. JBTC standard black ribbed rubber flooring is 3/16" inch thick. This rubber flooring complies to NFPA 415 requirements. Please accept our standard product.

**Response:** 3/16" inch thick black ribbed rubber flooring is acceptable.

52. **Question:** 2.3.1 – Please provide Service Level expected for the maintenance program (response times/etc.)

**Response:** Sample Maintenance Agreement will be provided for review via Letter of Clarification (see attachment H).

53. **Question:** 2.3.1 - Will the maintenance scope include system availability Key Performance Indicators? If so, please provide all KPI details

**Response:** Please refer to the response in question #52.

54. **Question:** 2.3.1 - Will the scope include response to corrective issues as well as preventive maintenance?

**Response:** Please refer to the response in question #52.

55. **Question:** 2.3.1 – Will HAS reimburse for badging or will the contractor need to include in their proposal?

**Response:** HAS will not reimburse any contractor for issued badges. Contractors will need to pay for any services rendered via credit card at the badging office.

56. **Question:** 2.3.1 - Please provide badging cost escalation for the past 5 years

**Response:** ID Badging fees have been the same for the past 5 years and they are as follows: new badge cost is \$55.00; renewal or replacement badges are \$16.00.

57. **Question:** 2.3.1 – Is the contractor to include all related consumable materials for preventive maintenance or will HAS reimburse upon usage?

**Response:** Please refer to the response in question #52.

58. **Question:** 2.3.1 – For any corrective issues found during the maintenance services, will HAS reimburse for all labor and material required?

**Response:** Please refer to the response in question #52.

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59. **Question:** 2.3.1 – Will HAS coordinate gate availability for maintenance services to be performed?

**Response:** Please refer to the response in question #52.

60. **Question:** 2.3.1 – Will maintenance services be performed during non-operational hours, or will the equipment be scheduled out of service during operational hours for work to be performed?

**Response:** Please refer to the response in question #52.

61. **Question:** 2.3.1 – Does HAS have a means to track maintenance related activities for each asset? If so, please provide details. If not, please provide expectations of the contractor.

**Response:** Please refer to the response in question #52.

62. **Question:** 2.3.1 – Will HAS provide required equipment for service of the assets (aerial lifts/A-Frame/Load bank/etc.)?

**Response:** Please refer to the response in question #52.

63. **Question:** 2.3.1 – Will HAS provide storage space for any spare parts/consumables/tools/equipment?

**Response:** Please refer to the response in question #52.

64. **Question:** 2.3.3 - 25 – Year Maintenance – Terminal D (West Pier) ITRP Gates – Please clarify the anticipated date the Maintenance program will begin on these specific gates.

**Response:** Terminal D PLB Commissioning planned for Fall 2023 - Aircraft Parking Preliminary Layout Drawing for Gates ND1 - ND6 (see attachment drawing).

65. **Question:** Are the projects at IAH and HOU to run concurrently? Can you provide an estimated start and completion dates?

**Response:** IAH and HOU projects are expected to run concurrently. If offer is accepted, Contractor shall achieve Date of Substantial Completion within 335 Calendar Days after Notice to Proceed, subject to adjustments of Contract Time as provided in the Contract.

66. **Question:** 1.12.G - H - Warranty. Section 1.12.G states (1) year from owner acceptance and 1.12.H.1 requires a (2) year “extended” warranty. Can you please clarify the intended warranty coverage for the ground power units: is the intent 24 months total or 36 months (12-month base plus 2 years extended) on all components from date of beneficial use?

**Response:** The intended total warranty period is 36 months.

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67. **Question:** 1.19. O - Overload Capacity – up to 115% of rated load continuously, for up to 150% of rated load for five (5) minutes, and for up to 200% of rated load for 10 seconds. The PC2400 has overload capacity of 125% for 10 minutes, 150% for 1 minute, 200% for 30 seconds, 300% for 10 seconds and 400% for 1 second. These overload limits were carefully chosen to meet specific aircraft requirements to provide uninterrupted power to all commercial aircraft under the most demanding conditions while also providing maximum protection to the aircraft. Can these overload limits please be accepted?

**Response:** The overload capacities of 125% for 10 minutes, 150% for 1 minute, 200% for 30 seconds, 300% for 10 seconds and 400% for 1 second are acceptable.

68. **Question:** 1.12. G-H - Warranty - Section 1.12.G states (1) year from owner acceptance and 1.12.H.1 requires a (2) year “extended” warranty. Can you please clarify the intended warranty coverage for the ground power units: is the intent 24 months total or 36 months (12 month base plus 2 years extended) on all components from date of beneficial use?

**Response:** Please refer to the response in questions #66.

69. **Question:** 1.18.C Dimensions and Weights, Class III are to be 170”x88”x45”, 6500 lbs. Our 60Ton PCA dimensions are 117” x 88” x 59”, 7,000 lbs., can our standard dimensions please be accepted?

**Response:** The Class III PCA dimensions are 117” x 88” x 59”, 7,000 lbs. is acceptable.

70. **Question:** 1.20.E.1.c Ampacity Class III states FLA 130A, MCA 160A, MOP 175A. Our 60Ton equipment is rated FLA 145A, MCA 170A, MOP 200A. Can you please accept these ampacity ratings for this project?

**Response:** Ampacity Class III for the 60Ton equipment rated at FLA 145A, MCA 170A, MOP 200A is acceptable. Equipment must work with existing conduit and conductor sizing.

71. **Question:** 1.21.A.1 Compressor(s) shall be serviceable, single speed. The ITW GSE 3400 utilizes VFD controlled scroll compressors for increased efficiency. Since the compressors are VFD controlled, they can adjust control temperature output without having to entirely depend on turning on and off compressor “stages” for output temperature regulation. This design provides “stepless regulation” and thus finer temperature control and better efficiency than the standard “staged” single speed compressors in common PCA units. Can our VFD control design please be accepted?

**Response:** The VFD control design as described is acceptable.

72. **Question:** 121.F.1 Coils, Aluminum plate fins and seamless copper tube. Fins shall have collars drawn, belled, and firmly bonded to the tubes.... The PCA3400 evaporator coils comply but the condenser coils are the latest technology (all-aluminum construction micro-channel. These coils provide higher efficiency while using a lower refrigerant charge and the smaller size

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helps to reduce the overall unit weight and footprint. The coils are "E-coated" for longer life in humid/salty environments. Can our standard design for condenser coils please be accepted?

**Response:** The use of microchannel condenser coils is acceptable provided this comply with ARI 410.

73. **Question:** 1.21.O.1 Controls the PCA DX Unit shall be provided with...programable logic controller manufactured by Allen Bradley... The PCA3400 uses a company standard digital controller which is used in all of its currently designed equipment. This provides a commonality across its PCA and 400 Hz equipment so that fewer spare parts have to be stocked and the maintenance personnel only have to learn one control system. The controller includes a Digital Signal Processor (DSP) to maintain operational parameters. The PCA is equipped with a high performance embedded micro controller, programmed with proprietary software code standard software updates are normally delivered free of charge on USB-sticks for upload directly to the equipment. Can you please accept our standard controls?

**Response:** The proposed components are acceptable.

74. **Question:** 2.07.Q.1 Remote Control Station shall be housed in NEMA 4X stainless steel housing. The PCA3400 provide all HMI controls as a remote mounted unit at the column. Our standard remote enclosure is poly-coated painted steel rated NEMA-4. Can our standard remote-control housing please be accepted in lieu of a stainless enclosure?

**Response:** Please comply with specification.

75. **Question:** 1.21.W.9.b Smoke Detector shall be of the ionization type. The PCA3400 uses a photoelectric type of sensor. Can our standard smoke detector please be accepted?

**Response:** Photoelectric smoke detectors are acceptable.

76. **Question:** 1.5.F.4 Acceptable PCA manufacturers: May Twist Aero be added as an approved manufacturer? We can meet all specification requirements, including manufacturing 500 units in a 5-year period.

**Response:** Yes, Twist Aero has been added to the list of approved manufacturers.

77. **Question:** 1.18.E. Please provide RAL paint number of the PLB in order to match color of the PCA.

**Response:** RAL paint number will be provided after bid award.

78. **Question:** 1.21.A.3. Our standard unit utilizes vibration absorbers only on the compressor discharge lines, where there is high pressure. May our standard unit be acceptable?

**Response:** The proposed is acceptable provided the vibration requirements in 1.18.J. are met.

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79. **Question:** 1.21.I.1.a. Our standard unit use's 2" thick washable aluminum filters. May our standard filters be acceptable?

**Response:** 2" thick washable aluminum filters are acceptable provided they meet the performance requirements specified in 1.21.I.

80. **Question:** 1.21.O.1. Our standard unit utilizes a DDC controller that is ModBus and BacNet communication compatible. May our standard controller be acceptable?

**Response:** The proposed components are acceptable.

81. **Question:** 1.21.T.1. Please provide hose length required per gate or drawing that indicates Aircraft Mix of each gate.

**Response:** The basis of design is the MD - 80 and the hose lengths should meet this minimum standard. If additional hose lengths are required, they will be addressed upon contract execution.

82. **Question:** 1.21.T.2.c. May Twist Aero be an approved manufacturer of the hoses?

**Response:** Twist Aero hoses are acceptable provided they meet all requirements specified in 1.21.T.

83. **Question:** Is this project subject to Buy American requirements?

**Response:** Yes (see Doc 00456 attached).

84. **Question:** Is this project funded in whole or in part through the FAA Airport Improvement Program (AIP)?

**Response:** Yes, pending approval.

85. **Question:** We respectfully request that the Liquidated Damages to be capped at 10 % of the contract value and to add the following sentence: "Liquidated damages shall not be assessed for delays not caused by the Contractor. Liquidated damages, when assessed, shall not exceed Contractor's proportionate share of the responsibility for such delay."

**Response:** Contract negotiations for any terms will be based on the contract as a whole.

86. **Question:** We respectfully request the addition of the following provision: If the Owner fails to pay the Contractor through no fault of the Contractor, within seven (7) days from the time payment should be made, the Contractor may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to the Owner, stop its work until payment of the amount owing has been received. The Contract price shall, by appropriate adjustment, be increased by the amount of the Contractor's reasonable costs of shutdown, delay, and start-up.

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**Response:** Please refer to the response in question #85.

87. **Question:** 1.2 Summary B.2 States... Only 3-tunnel smooth sided truss style walkways will be allowed on this project. Regarding (IAH), please provide walkway requirements and lengths. It appears IAH does not require walkways (per Sheet No. G1.01). Please clarify.

Regarding (HOU), the spec states to reuse existing walkways on gates 28, 29, 31 and 32. Please clarify.

**NOTE:** Our standard bridge tunnel design consists of the exterior side, roof and floor panels manufactured from 14 gauge galvanized (galvanized material provides additional corrosion protection superior to hot-rolled, coil steel, and galvanized) steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed, and painted to form the steel enclosure. Strength is derived from the formed sheet metal ribs, while the flat, exterior walls provide a pleasing architectural appearance. Please allow our standard design.

**Response:** This procurement excludes all fixed walkways.

88. **Question:** 1.19 Aircraft Mix. A States... "the PLB must be capable of servicing the aircraft mix as identified in the project drawings included with the RFP." We cannot find an identification of aircraft mix in the project documents. Please direct us to that information or provide it.

**Response:** PLB must be capable of servicing all ADG II and ADG III Aircraft operated by Domestic Carriers.

89. **Question:** 1.20 General Design Requirements. D. States... "The PLB and any walkways must be ADA compliant." The walkways are existing at HOU. Regarding IAH, please clarify the walkways required and provide the lengths of each.

**Response:** This procurement excludes all fixed walkways.

90. **Question:** 1.23 GENERAL ELECTRICAL REQUIREMENTS: C. Lighting 3.a. Please accept TKAS's standard diffusers.

**Response:** TKAS' standard diffusers are acceptable.

91. **Question:** 1.23 GENERAL ELECTRICAL REQUIREMENTS: D.3. Round cable is better suited with our standard cable conveyance system. It permits a smoother and more reliable operation. Please allow.

**Response:** Round cables in the TKAS standard conveyance system are acceptable.

92. **Question:** 1.23 GENERAL ELECTRICAL REQUIREMENTS: P.3. The specification requires all exterior junction boxes are stainless steel. Our standard design uses a UV-stable, corrosion resistant, fiberglass construction that is halogen-free and self-extinguishing. We respectfully request acceptance of our standard enclosures.



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**Response:** Please comply with specification.

93. **Question:** 1.25 OPERATOR CONTROL STATION: D.3. Our design does not include a lid. Please accept TKs bolted control console lid.

**Response:** A bolted control console lid is acceptable.

94. **Question:** 1.27 HORIZONTAL DRIVE states... "...permit the bridge to be towed in the event of a power failure..." We consider having the [manual brake release of horizontal driver motors to automatically reset when the motors are energized] a safety hazard. Our manual brake release has an internal switch that signals the PLC that it was released. In this condition we assume someone is working on the horizontal drive system or possibly towing the PBB. For safety the signal from the brake release locks out all horizontal movement. If someone tries to drive the bridge, they will get an audible alarm and a message that the brake is released, and the horizontal drive is disabled. Please accept our standard safety interlock.

**Response:** This approach is acceptable.

95. **Question:** 1.30 TUNNELS: states.... "The tunnels shall be equipped with ice scrapers." RFI 72 Ice Scrapers. Our bridges do not require the periodic tunnel roller adjustments like those of others. Because of this, our rollers are set at fixed points to the angle and do not move out of adjustment during use. Since the rollers are fixed with respect to the angle, any ice that forms along the angle is sheared off by the roller as it passes along. We stopped using ice scrapers in all projects in the US and Canada 10 years ago and have not had any problems with ice. For this reason, we request leaving the ice scrapers off if the rollers are fixed.

**Response:** Leaving the ice scrapers off, of the fixed rollers is acceptable provided the shearing of the ice does not affect the performance of the PLB.

96. **Question:** BAG CHUTES: Are bag chutes required for the bridges at both airports? Does the project only require the service stairs to be provisioned for the future installation of bag chutes? Please clarify.

**Response:** Bag chutes are required for all PLBs.

97. **Question:** Section 347713.1 Passenger Boarding Bridges Part1.1.5. F Acceptable PCA manufacturers shall be: 1. JBT AeroTech - Jetway Systems; 2. ITW GSE (previously Hobart); 3. FCX Systems; 4. Substitutions – Reference Division 01 - General Requirements. We kindly request Dabico Airport Solutions be accepted to participate in the Bid.

**Response:** Agreed, no exceptions to adding Dabico Airport Solutions as an acceptable PCA supplier.

When issued, a Letter of Clarification (LOC) shall automatically become part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the LOC. The LOC will be incorporated into the Agreement as applicable. It is the responsibility of the

**Letter of Clarification No. 2**

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respondents(s) to ensure that it has obtained all such LOC(s). By submitting a response on this project, respondents shall be deemed to have received all LOC(s) and to have incorporated them into their submittal.

If further clarification is needed regarding this solicitation, please contact Jorge Ardines, Sr. Procurement Specialist, via email at [jorge.ardines@houstontx.gov](mailto:jorge.ardines@houstontx.gov).

---

Cathy Vander Plaats  
Aviation Procurement Officer  
Houston Airport System

cc: Alfredo Oracion  
Dallas Evans  
Solicitation File

Attachments:     1. Attachment H – Sample Maintenance Agreement  
                      2. Doc. 00800 – Supplementary Conditions  
                      3. Aircraft Parking Preliminary Layout  
                      4. Doc. 00456 Buy American

**ATTACHMENT - H**

**AGREEMENT FOR AIRCRAFT SUPPORT SYSTEMS OPERATION  
AND MAINTENANCE SERVICES**

**ARTICLE 1. PARTIES**

**THIS AGREEMENT FOR AIRCRAFT SUPPORT SYSTEMS OPERATION  
AND MAINTENANCE SERVICES** (this "Agreement") is made on the date countersigned by the City Controller between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ doing business in Texas.

1.01 **ADDRESS:**

1.01.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

<b><u>City</u></b>	<b><u>Contractor</u></b>
Director or Designee	_____
Houston Airport System	_____
City of Houston	_____
P. O. Box 1562	_____
Houston, Texas 77251	Attention: _____

The Parties agree as follows:

1.02 **TABLE OF CONTENTS**

1.02.1 This Agreement consists of the following articles and exhibits:

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**EXHIBITS**

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- “B” SCOPE OF SERVICES
- “C” DRUG POLICY COMPLIANCE AGREEMENT
- “D” CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- “E” DRUG POLICY COMPLIANCE DECLARATION
- “F” FEES AND COSTS
- “G” TITLE VI NON DISCRIMINATION
- “H” FEDERAL PROVISIONS
- “I” PERFORMANCE BOND
- “G” GENERAL CONDITIONS

1.03 **PARTS INCORPORATED**

1.03.1 The above-described sections and exhibits are incorporated into this Agreement.

1.04 **CONTROLLING PARTS**

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **DEFINITIONS**

1.05.1 Certain terms used in this Agreement are defined in Exhibit “A”.

1.06 **SIGNATURES**

1.06.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):**

\_\_\_\_\_  
Name:  
Title:

**CONTRACTOR:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Federal Tax ID Number: \_\_\_\_\_

ATTEST/SEAL:

**CITY OF HOUSTON, TEXAS**  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
Director, Houston Airport System

\_\_\_\_\_  
City Controller

APPROVED:

COUNTERSIGNATURE DATE:

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_

This Agreement has been reviewed as to form by the undersigned and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Assistant  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No. \_\_\_\_\_

## ARTICLE 2. DUTIES OF CONTRACTOR

### 2.01 **SCOPE OF SERVICES**

- 2.01.1 Contractor shall achieve Date of Substantial Completion within [Contract Time] days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.
- 2.01.2 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" and, if requested, Other Work/Services described in the Performance/Work Statement set forth in Exhibit "B". Contractor shall operate and maintain all the Equipment to the service level specified in Exhibit "B". Contractor shall test and monitor the Equipment. Contractor shall not be paid for travel time to and from the job site. Except as provided in Exhibit "B", Contractor shall operate and maintain the Equipment on a 24-hours-per-day, 7-days-per-week, 365 days-per-year basis, including holidays.
- 2.01.3 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement. The Contractor shall perform Other Work/Services in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work so long as the specific provisions are consistent with and related to the scope of the Agreement. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and following the next business day in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. The Contractor shall perform Other Work/Services to the same standards identified for Basic Services or as may be specified in the OSR.

### 2.02 **COORDINATE PERFORMANCE**

- 2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

### 2.03 **TIME EXTENSIONS**

- 2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).
- 2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).



2.04. **REPORTS**

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

2.05 **PAYMENT OF SUBCONTRACTORS**

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through, or under Contractor in the performance of this Agreement.

2.05.2 **IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.**

2.05.3 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

2.06 **RELEASE**

2.06.1 **CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.**

2.06.2 **RELEASE AND INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

2.06.2.1 **CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY")**

FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

2.06.2..2 CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

2.06.2..3 WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

## 2.07 INDEMNIFICATION

2.07.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.07.1.1 THROUGH 2.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

2.07.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

**2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**2.08 SUBCONTRACTOR'S INDEMNITY**

**2.08.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**2.09 INDEMNIFICATION PROCEDURES**

2.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within 30 days. The notice must include the following:

2.09.1.1 a description of the indemnification event in reasonable detail;

2.09.1.2 the basis on which indemnification may be due; and

2.09.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

2.09.2 Defense of Claims

2.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or

limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

2.10 **INSURANCE**

2.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<b><u>COVERAGE</u></b>	<b><u>LIMIT OF LIABILITY</u></b>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$500,000 (each accident)</li> <li>• Bodily Injury by Disease \$500,000 (policy limit)</li> <li>• Bodily Injury by Disease \$500,000 (each employee)</li> </ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	<p>\$1,000,000 combined single limit for: (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos</p> <p>\$10,000,000 for auto driven in the Airfield Operations Area (AOA)</p>
Professional Liability (if applicable)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

2.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than

\$500,000 per claim.

2.10.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

2.10.4 **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 **Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

## 2.11 WARRANTIES

2.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

2.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

2.11.2.1 that all items are free of defects in title, design, material, and workmanship;

2.11.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;

2.11.2.3 that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and

2.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

## 2.12 **CONFIDENTIALITY**

### 2.12.1 City Use

The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

### 2.12.2 Contractor Confidentiality

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

### 2.12.3 Sensitive Security Information

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 Contractor's possession as a result of this Agreement.

## 2.13. **USE OF WORK PRODUCTS**

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting

schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 **LICENSES AND PERMITS**

2.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

2.15 **COMPLIANCE WITH LAWS**

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

2.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

2.17 **MWBE COMPLIANCE**

2.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least \_\_\_\_% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE subcontractor] shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director (the "Director").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform: (i) audits of the books and records of the subcontractor; and (ii) inspections of all places where work is to be undertaken in

connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

Within five Business Days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

Any controversy between the Parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

## 2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

- 2.18.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.18.2.1 a copy of its drug-free workplace policy;
  - 2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and
  - 2.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".
- 2.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 2.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee



work force.

2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19. **CONFLICTS OF INTEREST**

2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. If the Director consents to Contractor's continued representation of the other clients, he or she shall notify Contractor in writing. If the Director does not issue written consent within 3 business days after receipt of Contractor's notice, Contractor shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

2.20. **PAY OR PLAY**

2.20.1 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 Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

2.21. **CONTRACTOR'S PERFORMANCE**

2.21.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

2.21.2 Contractor shall manage, control and be responsible for all the work performed by its subcontractors/agents. A complete list of all subcontractors shall be submitted to the Director and/or designee for approval prior to Subcontractor/Agent commencing work. Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

2.22. **ADDITIONS AND DELETIONS**

2.22.1 Additional Products and Services. Subject to the allocation of funds, the CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates

for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "F").

2.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.22.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

2.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

## 2.23. **CHANGES**

2.23.1 At any time during the Agreement Term, the CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2.23.2 The CPO will issue the Change Order in substantially the following form:

### **CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:  
[Signature of CPO]

2.23.3 The CPO may issue more than one Change Order, subject to the following limitations:

- 2.23.3.1 The City Council expressly authorizes the CPO to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
  - 2.23.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
  - 2.23.3.3 The total of all Change Orders issued under this section may not increase the original contract amount by more than 25%.
- 2.23.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The CPO's decision regarding a time extension is final.
- 2.23.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 2.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

2.24 **ENVIRONMENTAL LAWS**

2.24.1 Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern hazardous materials or relate to the protection of human health, safety, or the environment, including, but not be limited, to the following:

2.24.1.1 The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.,

2.24.1.2 The Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;

2.24.1.3 The Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;

2.24.1.4 The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;

2.24.1.5 The Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;

2.24.1.6 The Clean Air Act as amended, 42 U.S.C. 7401 et seq.;

2.24.1.7 The Clean Water Act, 33 U.S.C., Section 1251 et seq.;

2.24.1.8 The Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;

2.24.1.9 The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.; and

2.24.1.10 Those substances defined as hazardous waste or as hazardous substances under the laws of Texas and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws").

2.24.2 Within 10 days of receipt of an invoice, Contractor shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality ("TCEQ"), or any other governmental agency for Contractor's failure to comply with the Environmental Laws.

2.24.3 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the site, including the Airports, or any other areas or Facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

2.24.3.1 All substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws;

2.24.3.2 Asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste; or

2.24.3.3 Any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

2.24.4 The Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES"), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the Airports. Contractor is familiar with

these NPDES stormwater regulations; and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

2.24.5 Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Contractor shall implement "Best Management Practices" as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Contractor's defined in the federal stormwater regulations.

2.24.6 The City's NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. All applicable portions of the permit shall bind Contractor.

2.24.7 Contractor shall implement the NPDES requirements at its sole expense, unless otherwise agreed to in writing between the City and Contractor. Contractor shall meet all deadlines that may be imposed or agreed to by the City and Contractor. Time is of the essence.

2.24.8 Contractor shall include the City on all correspondence to and information submitted to a government entity(ies) under applicable NPDES stormwater regulations that affect the Airports.

2.24.9 Upon Contractor's written request, the City shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

2.24.10 Contractor appoints the City as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the City's stormwater discharge permit.

2.24.11 Contractor shall participate in any City organized task force or other work group established to coordinate stormwater activities at the Airports.

2.24.12 The City may enter upon Contractor 's premises at any time for purposes of inspection to ensure that Contractor is complying with this Section and any other provisions in this Agreement without committing a trespass.

2.24.13 The City's remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

2.24.14 WITH NO INTENT TO LIMIT CONTRACTOR'S INDEMNIFICATION TO THE CITY SET FORTH IN SECTION 2.07, CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO THE FOLLOWING:

- 2.24.14.1 ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO CONTRACTOR'S ITS EMPLOYEES', SUBCONTRACTORS', JOINT VENTURE PARTNERS' OR AGENTS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORTS PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;
- 2.24.14.2 ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORTS PREMISES BY CONTRACTOR'S, ITS EMPLOYEES, OR AGENTS;
- 2.24.14.3 THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;
- 2.24.14.4 ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS; OR
- 2.24.14.5 ANY VIOLATION BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR JOINT VENTURE PARTNERS OF ANY ENVIRONMENTAL LAWS.
- 2.24.15 THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT.

2.25 **AIRPORT CUSTOMS SECURITY BOND**

2.25.1 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).

2.26 **COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

- 2.26.1 *Anti-Boycott of Israel.* Contractor certifies that 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.
- 2.26.2 *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

2.26.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

2.26.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

2.27 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

2.27.1 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. 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 Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

2.28 **PRESERVATION OF CONTRACTING INFORMATION**

2.28.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation,

city ordinance or City policy.

2.28.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## 2.29 **PERFORMANCE BOND**

2.29.1 Contractor shall, within ten (10) days of the date the Director issues the Notice to proceed to begin performance hereunder, furnish and maintain a performance bond in the amount of 100% of the annual applicable Agreement year fee conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). Contractor shall maintain the bond throughout the Term and any exercised option years. The bond must be in substantially the form attached as Exhibit "----" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

2.29.2 In addition to the termination rights set forth in Section 5.04 of this Agreement, should Contractor fail to provide the Performance Bond within the time set forth above, City shall have the right to withhold and retain any payments due Contractor without interest or penalty of any kind, until such time as an acceptable Performance Bond is provided to the City as required by this Agreement. At such time as a Performance Bond is given to the City, the withheld and retained payments shall be released by the City to Contractor in the next monthly billing cycle, without interest or penalty of any kind imposed upon City.

## 2.30 **FAILURE TO MEET SERVICE LEVEL**

2.30.1 Equipment found by City to not meet the appropriate service level specified in Exhibit "B" must be repaired at no cost to City. City, in the Director's discretion, may require Contractor to timely complete necessary repairs. However, City may, after twenty-four (24) hours advance written notice to Contractor by Director, and without prejudice to any other remedy available to City, repair the equipment to the level of service specified in Exhibit B. In such a case, an appropriate deduction shall be made from the payments then or thereafter due Contractor for the cost of the performance conducted by City, including the cost of additional services made necessary and performed by City for Contractor's failure to perform. If the payments then or thereafter due Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City within ten days of receiving an invoice therefore.

2.30.2 If the Director requests the Contractor to complete the necessary repairs, City does not waive any other remedy available under this Agreement, including Section ---- above.



2.30.3 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## 2.31 PERFORMING OTHER WORK/SERVICES

2.31.1 Other Work/Services shall be performed in accordance with all provisions of the Agreement and any special provisions issued with the Other Service/Request (OSR).

2.31.1.1 Before issuing an OSR, the Director will first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.

2.31.1.2 In response to any such written notice, the Contractor shall provide the Director with a written Proposal within five (5) business days of receipt of OSR. The Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and other requirements set forth in the written notice to the Contractor. Prior to the expiration of the five (5) business days the Contractor can request in writing a three (3) day extension to submit an OSR quote. The Director may or may not approve the extension. If OSR quote is not submitted in the allotted time Liquidated Damages may be imposed (reference Appendix V).

2.31.1.3 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by Director. Travel, airfare, lodging, meals, and rental cars that may be incurred in the performance of Other Work Services shall have no additional costs to HAS. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. Director's decision is final.

2.31.1.4 Upon receipt of the Contractor's Proposal, the Director has the option to reject the Contractor's Proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Proposal and require resubmission, the Contractor shall resubmit a modified Proposal within three (3) business days of the rejection.

2.31.1.5 Upon approval by Director of the modified Proposal, an OSR will be issued. The Contractor shall commence work as stated in the OSR. The Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.

2.31.1.6 The Contractor's labor cost shall not exceed the rate stated in the Fee Schedule. The Contractor's labor cost stated in the pricing Agreement only applies to the Contractor employees who are "not" performing work in conjunction

with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.

2.31.1.7 Prices for equipment, parts, supplies, and sub-contracted work, which may be required for authorized Other/Work Services, shall be the Contractor's actual cost-plus percent (%) mark-up proposed on the Fee Schedule (Mark-up excludes Freight). Copies of invoices from the Contractor's suppliers for these items must be submitted with Contractor's invoices at the time of submittal to the City for payment. The mark-up percentages stated shall not increase during the term of the Agreement. The quantity of equipment, parts, and supplies will depend on the needs of the HAS.

2.31.1.8 Should a required service exceed \$3,000.00, Contractor shall obtain three (3) itemized bids/estimates within five (5) business days from separate/different vendors/ suppliers, not affiliated with the Contractor, for the required equipment, parts, supplies, and subcontracted works/items. Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the Work Contractor shall be compensated at actual cost-plus percent (%) mark-up proposed on Fee Schedule (mark-up excludes freight).

2.31.1.9 If a required service is less than \$3,000, Contractor shall obtain one (1) itemized bid/estimate from a separate/different vendor/supplier not affiliated with the Contractor within five (5) business days for the required equipment, parts, supplies, and subcontracted works/items. Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual costs plus percent (%) mark-up proposed on the Fee Schedule (mark-up excludes freight).

2.31.1.10 The Contractor shall utilize HAS spare parts first as listed in Appendix "VI" - Replacement Parts. Parts taken out from HAS inventory shall be replaced at no additional cost to the City. Refer to Section 1.19.

2.31.1.11 When Other Work/Services have been completed, a copy of the approved OSR shall accompany the monthly invoice.

2.31.1.12 While performing work on any OSR, if hidden damage or additional cost is discovered, the Contractor shall notify the Director immediately. After determining the extent of hidden damage, a supplemental OSR shall be submitted.

2.31.1.13 The Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.

2.31.1.14 In the case of emergency service, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.

2.31.1.15 The Contractor shall respond to emergency and weather situations with adequate management and technical staff, communication means, supplies, and equipment (e.g. generators, pumps, lights, spill protection, etc.).

2.31.1.16 The Contractor and its Subcontractor(s) shall have adequately

trained staff as require contending with any such situations described by Force Majeure and other such occurrences that should require immediate and long-term attention.

2.31.1.17 If it is determined this Scope of Work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to the City by the Contractor within thirty (30) days of such determination. The City does not waive any of its rights and remedies whether by statue, at law, in equity, or under this Agreement.

2.31.1.18 If OSRs are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

2.31.1.19 Unless specifically allowed under a section of this agreement, preventative maintenance parts and services shall not be an OSR candidate.

2.32.2 Other Work Services may include but are not limited to the following categories:

2.4.2.1 Non-emergency assets maintained under Reactive Services Level of Service.

2.4.2.2 Replacement parts for OSR's whose unit cost exceeds the established threshold of \$6,500 as described in Section 1.19.

2.4.2.3 Systems and equipment upgrades (excluding software) and modifications.

2.4.2.4 Third party damages resulting in replacement part in which the cost exceeds the threshold of \$6,500.

2.4.2.5 System and equipment damages caused by Force Majeure. Regarding claims of Force Majeure, Contractor shall provide to the Director satisfactory evidence of Force Majeure.

2.4.2.6 Provide any other services related to the general scope of this Agreement not otherwise included in the Basic Services or Other Work Services and not customarily furnished in an Aircraft Services Agreement.

### **ARTICLE 3. DUTIES OF CITY**

#### **3.01 PAYMENT TERMS**

3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F". The fees must only be paid from Allocated Funds as provided below.

3.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early

payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount

Payment Time - 20 Days: 1% Discount

3.01.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

### 3.02 **TAXES**

3.02.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

### 3.03 **METHOD OF PAYMENT**

3.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices. If the City disputes any item in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After any dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

### 3.04 **LIMIT OF APPROPRIATION**

3.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

3.04.2 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 appropriated and allocated the sum of \$\_\_\_\_\_ to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City

Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ \_\_\_\_\_

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**3.05 ACCESS TO SITE**

3.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

**3.06 ACCESS TO DATA**

3.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

3.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

3.06.3 For any raw data created, assembled, used, maintained, collected, or stored by Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both Parties at no additional cost to the City.

**ARTICLE 4. TERM AND TERMINATION**

4.01. **AGREEMENT TERM**

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for 25 years, unless sooner terminated under this Agreement (the “Initial Term”).

4.02. **NOTICE TO PROCEED**

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

4.03. **RENEWALS**

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for \_\_\_\_\_ successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

4.04. **TERMINATION FOR CONVENIENCE BY CITY**

4.04.1 The Director may terminate this Agreement at any time by giving 30 days’ written notice to Contractor, with a copy of the notice to the CPO. The City’s right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR’S ONLY REMEDIES FOR THE CITY’S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY’S TERMINATION FOR CONVENIENCE.

4.05. **TERMINATION FOR CAUSE BY CITY**

4.05.1 If Contractor fails to perform under this Agreement, the Director may terminate this Agreement with said Contractor, retain another Contractor to assume the duties of this Agreement, and back charge said Contractor for costs incurred to correct the performance issue. Contractor performance measures to include, but not be limited to: one- month backlog of maintenance items, --- repetitive maintenance

tickets on equipment, and missing more than --- response time durations over a rolling 12-month period on customer service impact systems (See Exhibit A for required Level of Service Response Times).

4.05.2 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies that exist now or in the future. Default by Contractor occurs if:

4.05.2.1 Contractor fails to perform any of its material duties under this Agreement;

4.05.2.2 Contractor becomes insolvent;

4.05.2.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

4.05.2.4 a receiver or trustee is appointed for Contractor.

4.05.3 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and promptly cancel all orders or subcontracts chargeable to this Agreement.

#### 4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

#### 4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

- 4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## **ARTICLE 5. MISCELLANEOUS**

### **5.01 INDEPENDENT CONTRACTOR**

- 5.01 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### **5.02 FORCE MAJEURE**

- 5.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

- 5.02.2 This relief is not applicable unless the affected Party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

- 5.02.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days.

- 5.02.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

- 5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement.



**CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

5.03.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

5.04 **ENTIRE AGREEMENT**

5.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.05 **WRITTEN AMENDMENT**

5.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.06 **GOVERNING LAW AND VENUE**

5.06.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

5.07 **NOTICES**

5.07.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

5.08 **CAPTIONS**

5.08.1 Captions contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.09 **NON-WAIVER**

5.09.1 If either Party fails to require the other to perform a term of this Agreement, that

failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

## 5.10 **INSPECTIONS AND AUDITS**

5.10.1 Duty to Inspect. Contractor represents that it or its agent has inspected all sites affected by this Agreement and that it is not entitled to additional compensation for its failure to accurately account for all of the work required to be performed under this Agreement. Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.10.2 City representatives may perform, or have performed: (i) audits of Contractor's books and records; and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.10.3 Performance Audit.

5.10.3.1 At any time during the Term of this Agreement or any extensions, the Director, without notice to the Contractor and at HAS' expense, may provide for a third-party performance audit. Contractor shall rectify any deficiencies in performance discovered by such audit for which Contractor is responsible under this Agreement to the Director's satisfaction at no cost to the City within ten (10) days of receipt of a notice of any deficiency. Further, the Contractor shall provide the Director with a written explanation for such deficiency in performance and a plan to prevent future deficiencies within fifteen (15) days of receipt of such notice. Failure of the Contractor to timely rectify the deficiency or provide the written explanation and plan to the Director shall be grounds for termination for cause as provided in Section 5.04.

5.10.3.2 At any time during the Term of this Agreement or any extensions, the Director, without notice to the Contractor, may conduct his own inspections of Contractor's work performance, equipment, inventory, logs and Work sites. Contractor shall rectify any deficiencies discovered by such inspection to the Director's satisfaction within ten (10) days of receipt of a notice of any such deficiency at no cost to the City if caused by the Contractor or its subcontractors.

## 5.11 **ENFORCEMENT**

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

## 5.12 **AMBIGUITIES**

5.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

## 5.13 **SURVIVAL**

5.13.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

5.14 **PUBLICITY**

5.14.1 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.

5.15 **PARTIES IN INTEREST**

5.15.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 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 following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 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, 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.

5.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

5.18 **REMEDIES CUMULATIVE**

5.18.1 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.

5.18 **DISPUTE RESOLUTION**

5.18.1 For purposes of this Section, "Project Administrator" means the person the CPO or Director designates to monitor the progress of all Parties' performance under this Agreement.

5.18.2 Except as may otherwise be provided by law, a dispute that (i) does not involve a question of law; (ii) arises during the performance of this Agreement; and (iii) is not resolved between the Project Administrator and Contractor must be handled as described below:

- 5.18.2.1 The Project Administrator shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the CPO or Director.
- 5.18.2.2 If Contractor desires to appeal a decision of the Project Administrator, Contractor must submit a written appeal to the CPO or Director. Contractor must file its written appeal within seven (7) Business Days following receipt of the Project Administrator's original decision. The Director shall provide Contractor with a written response to the appeal within fourteen (14) Business Days following its receipt. The decision of the CPO or Director is final.

5.19 **REMEDIES CUMULATIVE**

5.19.1 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.

5.20 **CONTRACTOR DEBT**

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

5.21 **TITLE VI ASSURANCES**

5.21.1 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, 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 "G," attached and incorporated herein.

5.22 **AIRPORT SYMBOLS**

5.22.1 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.

5.23 **AIRPORT SECURITY AND BADGING**

5.23.1 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 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 Contractor's operations. Within 10 days of notification in writing, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

5.23.2 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.

## **EXHIBIT "A"**

### **DEFINITIONS**

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Acceptable" means that services, equipment, or performance, meet or exceed the requirements of this Agreement.
2. "Acceptance" shall be determined by the Director and occurs when the Director determines that the unit of Work specified under the Agreement is complete and acceptable. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
3. "Air Operations Area (AOA)" means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.
4. "Airport(s)" means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).
5. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
6. "Chief Procurement Officer" ("CPO") means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
7. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
8. "Contractor" is defined in the preamble of this Agreement and includes its successors and assignsm
9. "Corrective Maintenance" or CM means maintenance activities performed because of equipment or system failure. Activities are directed toward the restoration of an item to a specified level of performance.
10. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
11. "Director" means the Director of the City of Houston Airport System or such other person as he or she designates.
12. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

13. "Effective Date" means the date this Agreement is countersigned by the City Controller.
14. "Equipment" means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper and acceptable completion of the specified Work.
15. "Furnish" means to supply and deliver to the appropriate Airport site, ready for unloading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.
16. "Maintenance Service" means Preventive Maintenance (PM), Predictive Maintenance (PdM), Reliability Centered Maintenance (RCM) and Corrective Maintenance (CM).
17. "Manufacturer" means the original manufacturer or producer of a part or component.
18. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
19. "Other Service Request (OSR)" is the form used to request Other Work/Services within the general scope of this Agreement but not expressly set forth in Exhibit "A."
20. "Other Work/Services" means those services described in Performance/Statement of Work and Exhibit B – Fee Schedule as Other Work/Services and other services related to operations and maintenance services, other than the service level specified in Exhibit B. Such services are only provided by Contractor upon the Director's written request.
21. "Party" or "Parties" means one or all of the entities set out in the Preamble who are bound by this Agreement.
22. "Preventive Maintenance (PM)" are maintenance tasks to avoid failure including inspection, service and/or replacement conducted at regular, scheduled intervals based on average statistical/anticipated lifetime.
23. "Predictive Maintenance (Pd.M.)" is a carefully planned system of machinery analysis and diagnostics. (PdM) provides machinery "health condition: information, which prompts timely, corrective action". The expected result: optimum machine productivity, extended machine life, and reduced maintenance cost.
24. "Reliability Centered Maintenance (RCM)" is the application application of PdM and PM data to the preventive maintenance tasks. The process provides statistical method(s) of optimizing PM and PdM programs for the Aircraft Support Systems in which the Contractor gathers data from the systems performance and uses this data for future maintenance and /or recommended design changes to increase the probability that the Aircraft Support Systems will function in the required manner over their design life-cycle.
25. "Repair" means to restore to good or sound working condition.
26. "Response Time" means the maximum elapsed time in which Contractor must respond to an Emergency Service Request. The maximum elapsed time is measured from Contractor's receipt of an Emergency Service Request to Contractor's arrival at HOU or EFD as described in Sections 3.2.3 and 3.3.1 of Exhibit "A."



27. "Routine" means those services that do not require emergency condition.

28. "Statement of Work" (SOW) is defined as the performance/work statement described in Exhibit "A."

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**EXHIBIT "C"**

**DRUG POLICY COMPLIANCE AGREEMENT**

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT "D"**

**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor)  
(Name of Company)

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**EXHIBIT "E"**

**DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or  
(Name) (Print/Type) (Title)  
officer of \_\_\_\_\_ (Contractor) (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  
Initials Drug 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 with  
Initials established guidelines will be considered a breach of contract.

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)

**EXHIBIT "F"**  
**FEES AND COSTS**

## EXHIBIT "G"

### TITLE VI: NON-DISCRIMINATION

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations - The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Agreement.
2. Non-discrimination - The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the non-discrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:

5.1. withholding of payments to the Contractor under the Agreement until the Contractor complies,  
and/or

5.2. cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions - The Contractor shall include the provisions of paragraphs 1-5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States.



## EXHIBIT "H"

### FEDERAL CONTRACT PROVISIONS NON-AIP FUNDED AGREEMENT

As used in this Exhibit, the term "contractor" or "Contractor" shall refer to Consultant. Consultant shall include the provisions of set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

#### I. GENERAL CIVIL RIGHTS PROVISIONS

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subtier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-

discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

**EXHIBIT "I"**  
**PERFORMANCE BOND**

**THE STATE OF TEXAS §**  
**§ KNOW ALL MEN BY THESE PRESENTS**  
**COUNTY OF HARRIS §**

**THAT WE,** \_\_\_\_\_ as principal, hereinafter called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \_\_\_\_\_ DOLLARS. (\$\_\_\_\_\_) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled Agreement for Cabling Installation and Repair Services which is made a part of this instrument as fully and completely as if set in full herein.

**NOW, THEREFORE,** if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

**IN TESTIMONY WHEREOF,** witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

**ATTEST:** (Corporate Seal)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: (Typed) \_\_\_\_\_ Name: (Typed) \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTEST/WITNESS:** (Corporate Seal)

\_\_\_\_\_  
(Full Name of Surety)  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: (Typed) Name: (Typed)  
Title: Title:

The foregoing bond is approved and accepted this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**REVIEWED:**

\_\_\_\_\_  
Legal Assistant

Document 00800

SUPPLEMENTARY CONDITIONS

\*\*\*\*\*

*Project Manager:*                John Allen           *Project No.:*    PNM946A & PN946B

The following Paragraphs amend and supplement the March 7, 2022 edition of the General Conditions. Unaltered portions of General Conditions remain in effect.

\*\*\*\*\*

ARTICLE 1 - GENERAL PROVISIONS:

1.1            *DEFINITIONS:* Insert the following Paragraphs 1.1.9.1, 1.1.23, and 1.1.25, and reorder the remaining definitions accordingly. Please insert the amended definition of "Specifications".

1.1.23        *Good Faith Efforts:* Steps taken to achieve an MBE, WBE, SBE, DBE or PDBE goal or other requirements which, by their scope, intensity, and usefulness, demonstrate the bidder's responsiveness to fulfill the business opportunity objective, as well as the Contractor's responsibility to put forth measures to meet or exceed the MBE, WBE, SBE, DBE or PDBE goal (Contract Goal). These steps apply from before a contract's award, through its duration, and after its conclusion, in the event the Contractor has been unsuccessful in meeting the Contract Goal. These efforts are required whether a Goal Oriented Contract or a Regulated Contract, as defined in the Office of Business Opportunity's Policy & Procedures Manual, available at <http://www.houstontx.gov/obo>.

1.1.25        *Incidental Work:* Work described as incidental shall be work defined in Document 01110 - Summary of Work, that do not have a direct pay item listed in the Document 00410B - Bid Form Part B, or less than 1% of the Contract Price and not capable of being measured. If Work is identified as Incidental Work and also covered by Bid Form Part B quantities, then the unit price item quantities in the Bid Form Part B shall govern.

1.1.45        *Specifications:* Divisions 01 through   48   of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services. All specifications are amended to include, under the Measurement and Payment Section, the following sentence: "Work described as Incidental Work shall not be paid as a separate unit price item."

ARTICLE 3 - THE CONTRACTOR

3.5            *LABOR:* Insert the following Paragraphs, 3.5.3.1.1, 3.5.3.1.2, and 3.5.3.1.3.

3.5.3.1.1 If the Original Contract Price is greater than One Million Dollars, Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

3.5.3.1.1.1 the DBE goal is 12 percent,

3.5.3.1.2 The MBE, WBE, DBE PDBE, and SBE goals are specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.

3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, DBE or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

ARTICLE 8 - TIME

ARTICLE 9 - PAYMENTS AND COMPLETION

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

9.12.1.1 The amount of liquidated damages payable by Contractor or Surety for each and every day of delay beyond Contract Time, are «\$1,200.00» per day.

ARTICLE 11 - INSURANCE AND BONDS

TABLE 1  
REQUIRED COVERAGES

(Coverage)	(Limit of Liability)
.1 Workers' Compensation	Statutory Limits for Workers' Compensation
.2 Employer's Liability	Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
.3 Commercial General Liability: Including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of one year following completion of the Work) "and property damage coverage for aircraft located on airport property."	Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate.
.4 Owner's and Contractor's Protective Liability	\$1,000,000 combined single limit each Occurrence/aggregate

.5 Installation Floater (Unless alternative coverage by City Attorney)	Value of stored equipment or material, listed on Certificates of Payments, but not yet incorporated into the Work
.6 Automobile Liability Insurance: (For automobiles furnished by Contractor in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	\$1,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos. *increase to \$10,000,000 for runway, taxiway, ramp, apron or in vicinity of aircraft construction projects.
.7 Excess Coverage	\$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability
<b>.8 Optional Coverages</b>	<b>(Required when checked)</b>
<input type="checkbox"/> (a) Contractor's Pollution Liability including pollution coverage for Contractual Liability, Clean-up costs, Abatement, Transport and Non-owned disposal sites. Including Bodily Injury Liability, Property Damage Liability and environmental damage arising from pollution conditions caused in performance of operations. Include Asbestos and Lead if part of operations.  (MCS-90 endorsement: To Auto Policy and removal of Pollution Exclusion)	\$1,000,000 each occurrence          \$1,000,000 CSL
<input checked="" type="checkbox"/> (b) Property & Casualty Coverage: "All Causes of Loss" Builders Risk Form for directing physical change to building or plant construction on Work site and/or all land improvements including all work. [Including but not limited to earthquake, flood, boiler and machinery--including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage].	100% Contract price, including all change orders
<input checked="" type="checkbox"/> (c) Increased Excess Coverage	\$10,000,000_ each occurrence aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automotive Liability

\*Defense costs are excluded from face amount of policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

\*Use Builder's Risk insurance for projects that include lift stations, plant or facility work. Include Building Wage rates in the project manual

\*Flood Hazard Insurance: Contractor shall apply for flood insurance on all insurable structures built under the Contract. A copy of the completed application must be provided to City Engineer before commencing construction of the Work. Contractor shall obtain flood hazard insurance as soon as possible and submit a copy of the policy to City Engineer.

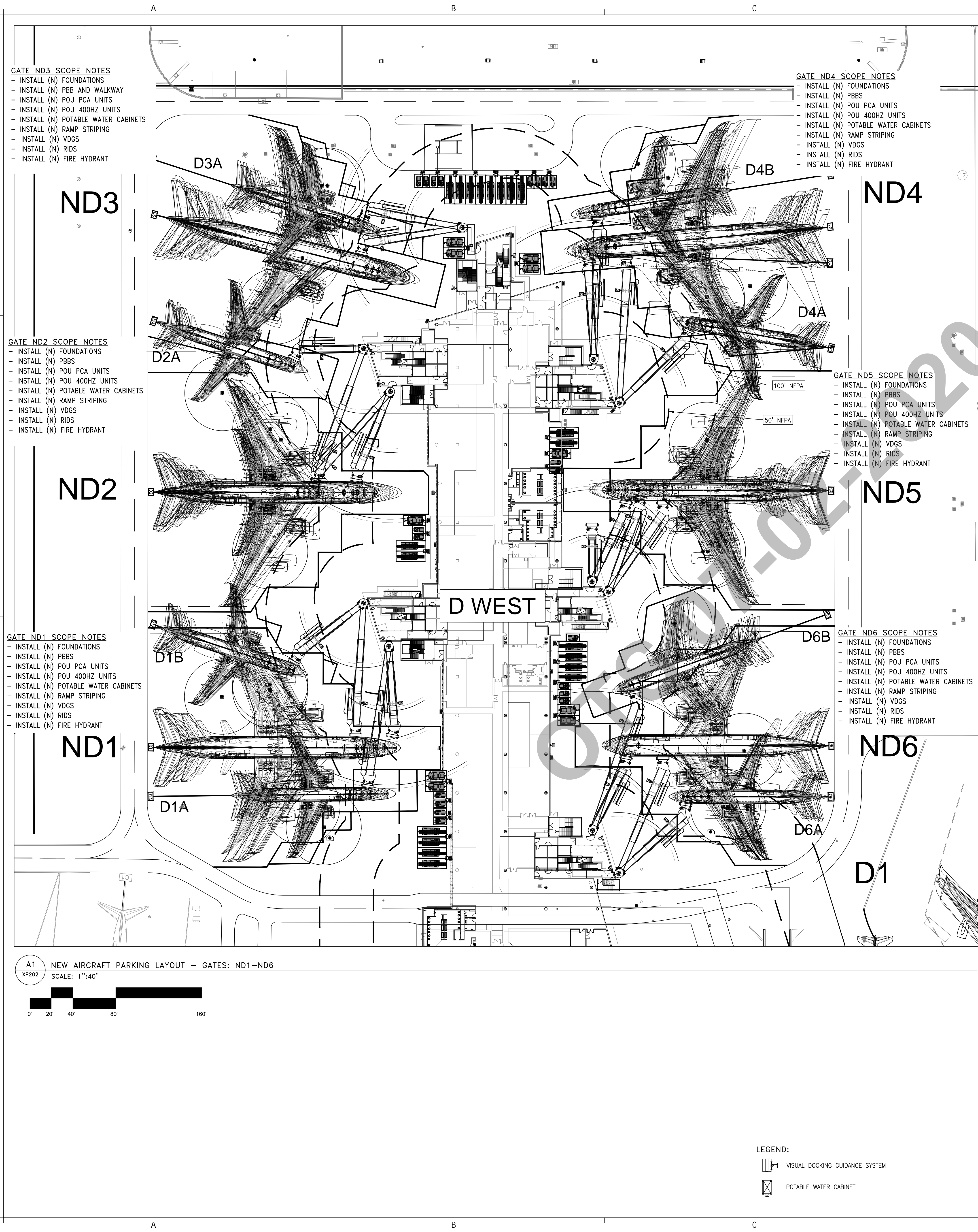
Use Flood Hazard Insurance only for projects that include structures. Do not include Flood Insurance for line projects, projects outside of the 100-year floodplain, or projects with structures less than \$10,000 in value.

11.5            *MAINTENANCE BONDS: Insert the following Paragraph 11.5.2.*

11.5.2        One-year Surface Correction Bond: Contractor shall provide, on the City standard form, an additional One-Year Bond in an amount equal to four percent of the Original Contract Price or cost of repair. Bond shall provide for Contractor's correction, replacement, or restoration of backfill or subsurface and surface work not in accordance with the Contract, within one year from the date the One-Year Maintenance Bond has expired.

END OF DOCUMENT





**GATE ND3 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBB AND WALKWAY  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GATE ND2 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBBS  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GATE ND1 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBBS  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GATE ND4 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBBS  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GATE ND5 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBBS  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GATE ND6 SCOPE NOTES**  
 - INSTALL (N) FOUNDATIONS  
 - INSTALL (N) PBBS  
 - INSTALL (N) POU PCA UNITS  
 - INSTALL (N) POU 400HZ UNITS  
 - INSTALL (N) POTABLE WATER CABINETS  
 - INSTALL (N) RAMP STRIPING  
 - INSTALL (N) VDGS  
 - INSTALL (N) RIDS  
 - INSTALL (N) FIRE HYDRANT

**GENERAL NOTES:**  
 1. REFER TO DRAWING XP001 FOR GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS.  
 2. SEE XP300 SERIES FOR STRIPING REMOVAL.  
 3. SEE XP400 SERIES FOR STRIPING INSTALLATION.  
 4. SEE XP500 SERIES FOR STRIPING DETAILS AND SPECIFICATIONS.  
 5. STRIPING IS BASED OFF OF ARCHIVE DATA AND INFORMATION PROVIDED BY OTHERS.

**AIRCRAFT SERVICE CHART**

GATE NO.	ND1	ND1A	ND1B	ND2	ND2A	ND3	ND3A	ND4	ND4A	ND4B	ND4C	ND5	ND6	ND6A	ND6B
ADG VI A380											X(1)				
B747-400	X			X		X		X							
B777-9(FWT)															
B777-8X(FWT)						X									
B777-300ER						X		X							
B777-200ER/LR	X			X		X		X				X(2)	X		
B787-10				X		X		X				X(2)			
B787-9	X			X		X		X				X(2)	X		
B787-8	X			X		X		X				X(2)	X		
A350-1000						X		X							
A350-900	X			X		X		X				X(2)			
A350-800	X			X		X		X				X(2)	X		
A340-500	X			X		X		X				X(2)			
A340-300	X			X		X		X				X(2)	X		
A340-200	X			X		X		X				X(2)	X		
A330-900	X			X		X		X				X(2)	X		
A330-800	X			X		X		X				X(2)	X		
A330-300	X			X		X		X				X(2)	X		
A330-200	X			X		X		X				X(2)	X		
B767-400ER	X			X		X		X				X(2)	X		
B767-300ERW	X			X		X		X				X(2)	X		
B757-300W	X			X		X		X				X(2)	X		
B757-200W	X			X		X		X				X(2)	X		
B737-MAX10		X	X	X	X	X	X	X	X	X	X	X	X	X	X
B737-900W/MAX9		X	X	X	X	X	X	X	X	X	X	X	X	X	X
B737-800W/MAX8		X	X	X	X	X	X	X	X	X	X	X	X	X	X
B737-700W/MAX7		X	X	X	X	X	X	X	X	X	X	X	X	X	X
A321X/NEO		X	X	X	X	X	X	X	X	X	X	X	X	X	X
A320X/NEO		X	X	X	X	X	X	X	X	X	X	X	X	X	X
A319X/NEO		X	X	X	X	X	X	X	X	X	X	X	X	X	X
A220-300/CS300		X	X	X	X	X	X	X	X	X	X	X	X	X	X
A220-100/CS100		X	X	X	X	X	X	X	X	X	X	X	X	X	X
EMB-195		X	X	X	X	X	X	X	X	X	X	X	X	X	X
EMB-190		X	X	X	X	X	X	X	X	X	X	X	X	X	X
EMB-175EW1		X	X	X	X	X	X	X	X	X	X	X	X	X	X
EMB-170		X	X	X	X	X	X	X	X	X	X	X	X	X	X
MD90-30		X		X		X		X		X		X		X	
MD80/88		X		X		X		X		X		X		X	
B717		X	X	X	X	X	X	X	X	X	X	X	X	X	X

**AIRCRAFT SERVICE CHART LEGEND:**  
 X = AIRCRAFT SERVICED  
 - = AIRCRAFT NOT SERVICED  
 (1) = PBB CANNOT SERVICE 'U1' DOOR OF A380. A380 PARKED AT GATE RESTRICTS GATE ND5 TO A MAX A321S.  
 (2) = RESTRICTED WITH A380 AT POSITION ND4C

**PASSENGER BOARDING BRIDGE AND SERVICE DATA**

GATE/ POSITION	BOARDING BRIDGE MODEL	WALKWAY OR EXTENDED CORRIDOR	ROTUNDA FLOOR HEIGHT	PCA POINT OF USE	400HZ POINT OF USE	POTABLE WATER	VDGS
ND1/ND1A	AT3-68/144	NO	13'-0"	60 TON	90KVA	YES	YES
ND1/ND1B	AT3-68/144	NO	13'-0"	120 TON	180KVA	YES	NO
ND2	AT3-65/133	NO	13'-0"	60 TON	90KVA	YES	NO
ND2/ND2A	AT3-68/144	NO	13'-0"	120 TON	180KVA	YES	YES
ND3/ND3A	AT3-61/127	YES	13'-0"	120 TON	180KVA	YES	YES
ND4/ND4A	AT3-72/150	NO	13'-0"	60 TON	90KVA	YES	NO
ND4/ND4B	AT3-68/144	NO	13'-0"	120 TON	180KVA	YES	YES
ND5(L1)	AT3-52/100	NO	13'-0"	N/A	N/A	NO	NO
ND5(L2)	AT3-58/116	NO	13'-0"	120 TON	180KVA	YES	YES
ND6/ND6A	AT3-65/133	NO	13'-0"	60 TON	90KVA	YES	NO
ND6/ND6B	AT3-68/144	NO	13'-0"	120 TON	180KVA	YES	YES

**PBB CHART NOTES:**  
 1. DESIGN UTILIZES JBT AEROTECH PBB MODELS AS A BASIS OF DESIGN AND UTILIZED MODELS MAY CHANGE AS DESIGN PROGRESSES. PROVIDE AND INSTALL AS INDICATED OR EQUIVALENT. SEE SPECIFICATIONS.

**LEGEND:**  
 VISUAL DOCKING GUIDANCE SYSTEM  
 POTABLE WATER CABINET



3701 N. TERMINAL ROAD, BUILDING 1.W290.A  
 HOUSTON, TX 77032

MICKEY LERLAND INTERNATIONAL  
 TERMINAL (MLIT)

C.I.P. No. A-0800 A.I.P. No. N/A  
 C.O.H. No. 4600014128 D.O.A. No. N/A  
 B.S.G. No. N/A H.A.S. No. PN0826  
 ITRP T.I.P. No. ITRP-C01-T-001



AERO SYSTEMS ENGINEERING  
 2700 DELK ROAD SE  
 SUITE 100  
 MARIETTA, GA 30067  
 PROJECT NO. 115982FALIAH

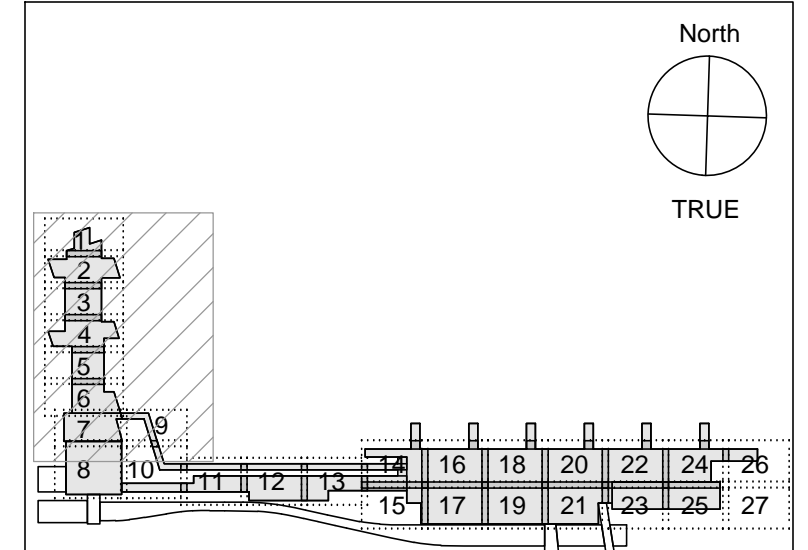
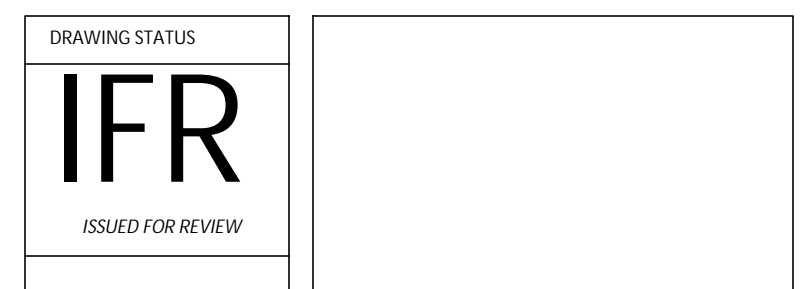
DESIGNER PROJECT No.: 115982FALIAH  
 PROJECT STATUS: DESIGN DEVELOPMENT

**REVISIONS**

No.	DESCRIPTION	DATE	BY

DESIGN BY: D.MARTURELLO  
 DRAWN BY: D.SINBOUALAY  
 CHECKED BY: J.CHERNOFF  
 ISSUE DATE: XX/XX/XXXX  
 APPROVED BY: C. BARGE  
 APPROVAL DATE: XX/XX/XXXX

DIRECTOR  
 of  
 HOUSTON AIRPORT SYSTEM



SHEET NAME: NEW AIRCRAFT PARKING LAYOUT - GATES: ND1-ND6  
 SHEET No. XP202 SCALE: 1" = 40'  
 SHEET SIZE: 30"x42" ARCH E1

Document 00456

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
BUY AMERICAN PROGRAM  
(AVIATION SAFETY AND CAPACITY EXPANSION ACT OF 1990)**

By submitting a bid, except for those items listed by Bidder below or on additional copies of this page, attached to this page, Bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States. In case of conflicts with corresponding provisions of other Bidding Documents, Buy American Program provisions govern.

Bidders may obtain from the City a list of products excepted from this provision. Use additional copies of this page as required.

PRODUCT

COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
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_____	_____
_____	_____

The above information is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

*PLB Replacement*

**PN946A & PN946B**

**BIDDER'S CERTIFICATION OF COMPLIANCE  
WITH BUY AMERICAN PROGRAM**

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END OF DOCUMENT