

**EXHIBIT “A1”
DEFINED TERMS**

ARTICLE 1. INTERPRETATION

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

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

City or such Governmental Authority or any organization or entity which has taken over the functions or responsibilities of the City or such Governmental Authority. Each reference to a private Person that is not an individual is deemed to include a reference to its successors and permitted assigns.

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

ARTICLE 2. DEFINITIONS

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

- 2.1.1 **Actual Cost:** A verifiable amount paid for labor, material, equipment and supplies in the performance of the Work.
- 2.1.2 **Addenda:** Any addenda to the Drawings or Specifications or other Contract Documents identified as Addenda, if any, in the Contract Documents.
- 2.1.3 **Advanced Work Package:** A portion of the Cost of Work prescribed in **Exhibits “A” and “B”** or that the DESIGN BUILD CONTRACTOR proposes to the Director for construction work before the GMP has been finalized. A CGMP shall be agreed upon for each Advance Work Package.
- 2.1.4 **Affiliate:** With respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity; (d) is a member of a joint venture with such company; or (e) either entity is the joint venture and the other company is a member of the joint venture.
- 2.1.5 **Agreed Cost of the Work:** The specific amount defined in **Section 9.1.2** that may not be exceeded by the Probable Cost of the Work without the express written consent of the Director.
- 2.1.6 **Air Operations Area (AOA):** Any area of the airport intended to be used for the landing, takeoff or surface maneuvering of aircraft and support equipment and all areas within the airport security fence.
- 2.1.7 **Airport Improvement Program (AIP):** A funding source that provides grants to public agencies for planning and development of public use airports. Eligible projects include improvements related to enhancing safety, capacity, security and environmental concerns.
- 2.1.8 **Allowance:** “Allowance” means “Cash Allowance” as defined herein.
- 2.1.9 **Applicable Law:** All laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, codes, rules, regulations, permits, and interpretations of any Governmental Authority having jurisdiction over the Parties, the Project, the Work, the Contract Documents, and each other document delivered hereunder or in connection herewith.

- 2.1.10 **As-Builts or As-Built Drawings:** A set of Project drawings and/or BIM Model, prepared by the DESIGN BUILD CONTRACTOR, that identifies and reflects all Project design changes that were made during the Construction Services.
- 2.1.11 **Advanced Design Bid Document (ADBBD):** A document prepared by Architect/Engineer reflecting base scope
- 2.1.12 **Basis of Design:** The document identified as the ADBD
- 2.1.13 **Basic Services:** All disciplines identified within the Contract Documents and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the City's requirements and the terms of the Contract.
- 2.1.14 **Beneficial Occupancy:** When the City takes possession of and operates the Work (or portions of the Work) for its intended purposes.
- 2.1.15 **BIM:** Building Information Modeling. The digital or electronic representation of the project model and includes the process to create the model.
- 2.1.16 **Bonds:** Performance Bond, Payment Bond, Maintenance Bond, Bid Bond, Proposal Bond and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.
- 2.1.17 **Bridging Documents:** The documents included in the Design Criteria Package as defined in Texas Government Code Section 2269.358.
- 2.1.18 **Business Enterprise:** Any business entity registered in a program authorized by 49 C.F.R. § 26 (where applicable) or City Code of Ordinances, Chapter 15, Article II, relating to Equal Opportunity Employment and taking affirmative action to ensure that applicants are employed, and employees are treated without regard to race, religion, color, sex, national origin, or age. The term "Business Enterprise" may include any Disadvantaged Business Enterprise ("DBE"), Minority Business Enterprise ("MBE"), Woman Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Person with Disability Enterprise ("PDBE"), and any Historically Underutilized Business ("HUB").
- 2.1.19 **Business Enterprise Policy:** Contract documents and applicable policies relating to Business Enterprises and authorized under 49 C.F.R. § 26 or City Code of Ordinances, Chapter 15, Article V.
- 2.1.20 **Calendar Day:** Shall mean Day.
- 2.1.21 **Capital Improvement Program (CIP):** HAS's Capital Improvement Program.
- 2.1.22 **Cash Allowance:** An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other "pass-through" costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms

of the General Conditions. A Cash Allowance may be referred to in the Contract Documents as an “Allowance”.

- 2.1.23 **CBP:** U.S. Customs and Border Protection.
- 2.1.24 **CGMP Amendment:** CGMP Submittal accepted and approved by the Director.
- 2.1.25 **CGMP Submittal:** The proposal for the CGMP Amendment submitted by DESIGN BUILD CONTRACTOR to the Director.
- 2.1.26 **Change Order:** Written instrument prepared by the City and signed by Director or his designee with notice to the City’s Chief Procurement Office, and signed by DESIGN BUILD CONTRACTOR, specifying the following: (1) a change in the Work or Preconstruction Phase Services, if any; (2) a change in Contract Price, if any; and (3) a change in Contract Time, if any. The value of a Change Order is the net amount after offsetting all deductions against all additions effected by the Change Order.
- 2.1.27 **City:** The City of Houston, a home rule municipality located principally within Harris County, Texas, including its successors and its authorized representatives.
- 2.1.28 **City Engineer:** City Engineer, or the City employee representing the City Engineer, designated in the Contract and authorized to represent City, or successors.
- 2.1.29 **Claim:** Written demand or written assertion by one Party seeking adjustment of the Contract, payment of money, extension of time, or other relief under the Contract, at law or equity and includes, but is not limited to, claims for materials, labor, equipment, delay, changes, adjustments, substitutions, fees and third-party claims. The Party making the Claim has the responsibility to substantiate the Claim.
- 2.1.30 **Co-Location:** A system under which the DESIGN BUILD CONTRACTOR’s Key Personnel are located “under one roof” along with the Program Management Team in a location near the site.
- 2.1.31 **Commissioning:** A quality-focused process for enhancing delivery of a project. The process focuses upon verifying and documenting that the facility and all its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet HAS’s requirements.
- 2.1.32 **Commissioning Authority (CxA):** A third party firm contracted with the City to oversee the DESIGN BUILD CONTRACTOR’s commissioning plan.
- 2.1.33 **Component Guaranteed Maximum Price (CGMP):** A guaranteed maximum price for construction of a defined incremental element of Work.

- 2.1.34 **Component Guaranteed Maximum Price (CGMP) Amendment:** CGMP Submittal accepted and approved by the Director.
- 2.1.35 **Component Guaranteed Maximum Price (CGMP) Submittal:** The proposal for the CGMP Amendment submitted by DESIGN BUILD CONTRACTOR to the Director.
- 2.1.36 **Commissioning Plan (CxP):** Developed by the Commissioning Authority with the assistance of the Program Management Team per the requirements of the Contact Documents and Scope of Work. The CxP provides structure, checklists, testing forms, schedules for all systems and equipment being installed.
- 2.1.37 **Contingency:** The dollar amount set out in the Guaranteed Maximum Price Proposal that is available for unanticipated impacts that are not otherwise the basis of a Change Order, and which may only be used upon prior written approval by the Director at his sole reasonable discretion for (i) any increased costs required for schedule recovery, if any; (ii) any increase in the costs of materials and equipment set forth in approved CGMP and/or GMP; and (iii) any other costs that Director in his sole discretion deems appropriate to be covered by contingency. All unused contingency shall revert to the City at final completion of the Construction Services. The Contingency shall not be used for costs incurred as a result of: (1) any failure to perform or insolvency; (2) fines or penalties imposed by any governmental body for negligent acts; (3) any failure to coordinate work with that of the City or its contractors after agreeing to a schedule; (4) any acts of negligence not attributable to the City or its separate contractors; and (5) any costs related to defective, rejected, or nonconforming Work, materials, or equipment.
- 2.1.38 **Construction Documents (CD):** All of the graphic and written information prepared or assembled by DESIGN BUILD CONTRACTOR for communicating the design and for the bidding and construction of the Project.
- 2.1.39 **Construction Services:** The services more fully described as Construction Services in **Exhibit “B” and “I”**.
- 2.1.40 **Contract:** This agreement between the Parties including all exhibits, any written amendments authorized by City Council and DESIGN BUILD CONTRACTOR, any CGMP Amendments, a GMP Amendment, and any Change Orders authorized by this Contract.
- 2.1.41 **Contract Documents:** The executed Contract and all Exhibits, any CGMP or GMP Amendment, any Notice to Proceed, Change Order, or other Modification or Amendment, and Construction Drawings and Specifications.
- 2.1.42 **Contract Price:** The monetary amount originally stated in the Contract adjusted by the CGMPs, GMP, Change Orders and/or Amendments, if any.
- 2.1.43 **Contract Standards:** The standards, terms, conditions, methods, techniques and

practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) the baseline design documents, if any; (4) the insurance requirements; (5) good operating practice, (6) applicable equipment manufacturers' and suppliers' requirements and recommendations; and (7) any other standard, term, condition or requirement specifically provided in the Contract Documents to be observed by the DESIGN BUILD CONTRACTOR.

- 2.1.44 **Contract Termination:** For purposes of DESIGN BUILD CONTRACTOR's indemnity obligation, the Contract terminates upon the earlier of Final Completion or termination by either Party pursuant to the terms of the Contract.
- 2.1.45 **Contract Time:** The number of days stated in the Contract to complete the Work, plus days authorized by Change Order and/or Amendment.
- 2.1.46 **Contractor:** A construction contractor or construction manager other than the DESIGN BUILD CONTRACTOR hired by the City that may work on the Project or in connection with the Project, except as set out in the Division 01 Specifications.
- 2.1.47 **Correction Period:** The period during which the DESIGN BUILD CONTRACTOR shall be obligated to replace or correct deficiencies in Products and/or the Work, which period shall be one year following Substantial Completion and acceptance of the Project, or discrete phase thereof, unless the applicable manufacturer or subcontractor, if any, provides a longer correction period, in which event the longer correction period shall apply.
- 2.1.48 **Cost of the Work:** Cost of the Work has the meaning set forth in Article 9, **Section 9.4** of the Agreement.
- 2.1.49 **Date of Commencement of the Work:** Date established in Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of DESIGN BUILD CONTRACTOR, or persons or entities for whom DESIGN BUILD CONTRACTOR is responsible, to act.
- 2.1.50 **Date of Substantial Completion:** Date that construction, or portion thereof designated by the Director, is certified by Director to be substantially complete.
- 2.1.51 **Day:** Whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays. In the case of plural "days", those days will be consecutive.
- 2.1.52 **DB:** Shall mean DESIGN BUILD CONTRACTOR. The DB is the entity contracted by HAS to perform preconstruction and construction services for a project. Design-Build is the delivery method.
- 2.1.53 **Deficiency Notice (DN):** For the Vehicle Maintenance Facility Project, the lowest level of the nonconformance reporting. DNs are mostly used for in-process

notification of deficiencies that, if allowed to remain uncorrected, would result in nonconforming work.

- 2.1.54 **DESIGN BUILD CONTRACTOR-Related Entity:** The DESIGN BUILD CONTRACTOR, its Subcontractors, Suppliers, subconsultants including professionals, technicians, engineers and anyone for whose acts any of the foregoing DESIGN BUILD CONTRACTOR may be legally or contractually liable, including officers, directors, employees, representatives, agents, consultants and contractors.
- 2.1.55 **DESIGN BUILD CONTRACTOR Fee:** The fee for the DESIGN BUILD CONTRACTOR's profit and general overhead calculated as a percentage of Cost of the Work (except pass-through Allowances, insurance and Bonds) determined by the City at the time of acceptance of the GMP.
- 2.1.56 **Design to Budget:** The process by which the DESIGN BUILD CONTRACTOR designs the Project to ensure the Agreed Cost of the Work is not exceeded.
- 2.1.57 **DESIGN BUILD CONTRACTOR:** Entity responsible for design and construction of the Project, and all other ancillary and attendant services necessary to deliver the completed and fully operational Project
- 2.1.58 **Director:** The Director of the Houston Airport System, or any person designated by the Director to perform one or more of the Director's duties under this Contract.
- 2.1.59 **Drawings:** Graphic and pictorial portions of the Contract that define the character and scope of the Work.
- 2.1.60 **Effective Date:** The date the City Controller countersigns the Signature Page of this Contract.
- 2.1.61 **FAA:** The Federal Aviation Administration.
- 2.1.62 **Final Completion:** The full completion of the Work in accordance with the Contract Documents, without limitation, the satisfaction of all outstanding and Punch List items, and the issuance of a Certificate of Occupancy by all permitting and licensing entities.
- 2.1.63 **Furnish:** To supply, pay for, deliver to the site, and unload.
- 2.1.64 **General Conditions:** The requirements, terms and conditions set forth in **Exhibit "C"** of the Design Build Contract, which may include terms and conditions that are substantially the same as those found in this Contract and therefore shall be read together and interpreted by City and DESIGN BUILD CONTRACTOR to eliminate conflict between the two. However, should a conflict exist, after Director and DESIGN BUILD CONTRACTOR have used best efforts to reconcile the conflict, the provision most favorable to the City shall prevail.

- 2.1.65 **General Conditions Costs:** DESIGN BUILD CONTRACTOR's on-site management, administrative personnel, equipment, utilities, and incidental work, including field labor and materials. General Conditions includes, but is not limited to: (i) DESIGN BUILD CONTRACTOR Labor Costs for Project Manager, Assistant or Deputy Project Manager, Superintendents and Assistant Superintendents; (ii) Costs of materials and equipment not incorporated or to be incorporated into the completed construction (most notably this would include materials and equipment related to Temporary Facilities), rental charges for Temporary Facilities and all costs arising in relation thereto; and (iii) Other Costs including but not limited to testing fees and utilities, internet, cell phones, project vehicles, on-site computers, printers, monitors, and other electronic equipment. permits; mobilization; demobilization; field engineers and helpers, professional surveyor; field office; field office furnishings; office supplies; field office maintenance and repair; copiers and supplies; storage; communication devices (telephone, radio, etc.); project signs; construction fence – install/remove/maintain; access construction; general clean-up; finish areas clean-up; dumpsters; temporary water service; temporary electrical service; temporary lighting; temporary telephone; temporary weather protection; temporary fire protection; equipment start and testing; monthly ice and cups, monthly toilets; monthly water; and quality control. (For further detail and identification of General Conditions Costs, refer to DESIGN BUILD CONTRACTOR Agreement Article 9, § 9.4)
- 2.1.66 **General Requirements:** The sections of Division 01 Specifications that specify administrative and procedural requirements and temporary facilities required for the Work.
- 2.1.67 **Governmental Authority:** Any federal, foreign, state, local or municipal governmental body; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal. Notwithstanding the foregoing, Governmental Authority shall not include the Director or his designees.
- 2.1.68 **GSE:** Ground Support Equipment.
- 2.1.69 **Guaranteed Maximum Price (GMP):** The amount agreed upon by City and DESIGN BUILD CONTRACTOR as the maximum cost to City for the Work for the Construction Services, including the Cost of the Work and the DB's Fee for the Construction Services. The GMP shall incorporate all prior CGMPs as described in **Section 5.8** of the Contract.
- 2.1.70 **GMP Amendment:** GMP Submittal accepted by the Director and approved by City Council.
- 2.1.71 **GMP Submittal:** The proposal for the GMP Amendment submitted by DB to the Director.

- 2.1.72 **HAS:** The Houston Airport System, a department of the City of Houston.
- 2.1.73 **IAH:** George Bush Intercontinental Airport Houston.
- 2.1.74 **Inspector:** City's employee or agent authorized to assist with inspection of the Work.
- 2.1.75 **Install:** Unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, clean, protect, and similar operations.
- 2.1.76 **Key Personnel:** Those people having authority and responsibility for planning, directing and controlling the activities of the DB, either directly or indirectly.
- 2.1.77 **Labor Burden:** Indirect costs associated with employees' compensation. Typical costs associated with the burden include payroll taxes, worker's compensation and health insurance, paid time off, training and associated travel expenses not reimbursed under **Section 9.4.2.1(c)**, vacation and sick leave, pension contributions and other benefits. Labor Burden includes actual costs paid or incurred by the DB for labor costs arising out of taxes, insurance, and benefits that are required either (1) by law or (2) by collective bargaining agreements. Labor Burden shall NOT include, profit, general and administrative costs, home and branch office overhead, profit sharing, bonuses, vehicle allowances, cell phones, computer charges and other costs not directly related to employee costs.
- 2.1.78 **Legal Holiday:** Day established by the City Council as a holiday.
- 2.1.79 **Major Unit Price Work:** An individual Unit Price item, (1) whose value is greater than five percent of Original Contract Price, (2) whose value becomes greater than five percent of Original Contract Price as the result of an increase in quantity, or (3) whose value is \$100,000, whichever is least.
- 2.1.80 **Milestone:** An event activity that has zero-day duration and is typically used to represent the beginning or end of a certain stage of the Project.
- 2.1.81 **Minor Change in the Work:** A written change in the Work ordered by Director that does not change Contract Price or Contract Time, and that is consistent with the general scope of the Contract.
- 2.1.82 **Modification:** Change Order, Work Change Directive, or Minor Change in the Work, all of which must be in writing and in conformance with HAS's existing processes.
- 2.1.83 **Non-Conformance Report (NCR):** The second level of non-conformance reporting. A Corrective Action Request and Root Cause Analysis (RCA) may be issued for repetitive (actual or potential) deficiencies and safety violations

depending upon severity. These typically may be documented in conjunction with the issuance of an audit finding.

- 2.1.84 **Notice of Noncompliance (NCN):** A written notice by Director to DESIGN BUILD CONTRACTOR regarding a construction non-conformance, defective nonconforming work or indeterminate condition that does not meet the Contract requirements is identified and requires physical repair, rework, scrap or use as-is disposition. The NCN establishes a time by which DESIGN BUILD CONTRACTOR shall correct the defective or nonconforming work. The NCN is the third and highest level of non-conformance reporting on the Vehicle Maintenance Facility Project. In accordance with the contract documents, further escalation may include Notice of Event Default, Notice of Pending Termination and Notice of Termination.
- 2.1.85 **Notice to Proceed:** A written notice by the Director to DB establishing (a) Date of Commencement of the Work for a phase or stage of Construction or (b) the date DB is to begin performing Preconstruction Services.
- 2.1.86 **R/OCIP:** Rolling Owner Controlled Insurance Program or Owner Controlled Insurance Program.
- 2.1.87 **Office of Business Opportunity:** Any reference to, or use of, the “Office of Affirmative Action” shall mean the City’s Office of Business Opportunity, or any such future name to which it is changed.
- 2.1.88 **ORAT:** Operational Readiness, Activation and Transition.
- 2.1.89 **Original Contract Price:** The monetary amount originally stated in the Contract.
- 2.1.90 **Overhead:** Indirect or fixed expenses of operating a business, including both home office locations and offsite and jobsite locations.
- 2.1.91 **Owner:** The City of Houston, Texas.
- 2.1.92 **Parties:** DB and the City. When in singular form, refers to either the City or DB (as appropriate).
- 2.1.93 **Phase or Phases:** A discrete portion of the Work or sequencing of the Work.
- 2.1.94 **Pollutant Facility:** Any facility regulated by the State of Texas to protect the health and environment from contamination by Pollutants, including without limitation, landfills, oil and gas production and storage facilities, wastewater facilities, waste injection wells, and storage tanks (including drums).
- 2.1.95 **Pollutant:** Any materials subject to the Texas Solid Waste Disposal Act.
- 2.1.96 **Preconstruction Services:** The services more fully described as Preconstruction

Services in **Exhibits “B” and “E”**.

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

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

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

a Subcontractor to perform a portion of the Work and its authorized representatives.

- 2.1.120 **Substantial Completion:** The date, as reasonably determined by the Director, during the progress of the Work or designated portion thereof where the Work is sufficiently complete, in accordance with the Contract Documents, so that the City can take Beneficial Occupancy, and the balance of the Work, including all Punch List work can reasonably be expected to be completed within 30 Calendar Days, unless otherwise agreed by the Director.
- 2.1.121 **Superintendent:** Employee of DB having authority and responsibility to act for and represent DB.
- 2.1.122 **Supplier:** Manufacturer, distributor, materialman, or vendor having a direct agreement with DB or Subcontractor for Products, or services and its authorized representatives.
- 2.1.123 **Surety Bond:** A three-party contract between the Surety, the DESIGN BUILD CONTRACTOR, and the Owner (the City) guaranteeing performance and/or payment by the DESIGN BUILD CONTRACTOR in accordance with the terms and conditions of its Contract with the City. If the DESIGN BUILD CONTRACTOR defaults on its obligations of performance or is terminated by the Owner, the Surety is obligated, a) to complete the project itself using a completion contractor, or b) selecting a new contractor to contract directly with the owner, or c) to pay the Owner for the costs of an Owner-selected contractor to complete the project, and d) to also make such payments to subcontractors and suppliers as are justifiable and owing. The Surety organization is typically part of an insurance company, although not always.
- 2.1.124 **TSA:** Transportation Security Administration.
- 2.1.125 **UMP:** The IAH Utilities Master Plan.
- 2.1.126 **Underground Facilities:** Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities that exist below ground level.
- 2.1.127 **Unit Price:** An amount stated in the Contract for an individual, measurable item of work, which, when multiplied by actual quantity incorporated into the Work, amounts to full compensation for completion of the item, including work incidental to it.
- 2.1.128 **Work:** the Work comprises the completed pre-construction, design, and construction, as required by the Contract Documents, and every part thereof (inclusive of temporary works and remedying of defects), constituting among other things: all services, supervision, labor, materials, supplies, equipment, Products and plant, and other items necessary to produce such pre-construction and

construction and all material and equipment to be incorporated in such pre-construction and construction in accordance with the Contract Documents (as such may be modified or amended), including all things reasonably inferable from the Contract Documents.

- 2.1.129 **Work Area Notification (WAN):** The form and process used by HAS as a means for the DESIGN BUILD CONTRACTOR to notify the appropriate Airport Operations Center of any proposed activity that will shut down or otherwise affect the operation of any utility, system or operation on the Airport or around Property.
- 2.1.130 **Work Change Directive:** A written change in the Work, ordered by Director, that is within the general scope of the Contract and consisting of additions, deletions, or other revisions. A Work Change Directive will state proposed basis for adjustment, if any, in Contract Price or Contract Time, or both.

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