

Document 00520

AGREEMENT

Project: IAH Terminal A EDS Recap

Project Location: IAH, Houston, TX

Project No: HAS PN# 673A

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")
and

Contractor: _____

(Address for Written Notice) _____

Phone Number: _____

E-mail Address: _____

City Engineer, with respect to Section 4.1.9 and 4.3 thru 4.5 of the General Conditions, is:

Devon Tiner, P.E. – Design Division, Department of Aviation, City Of Houston (or his or her successor)

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

Phone Number: 281-233-1942

Email Address: Devon.Tiner@houstontx.gov

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within ~~730~~ 882 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ _____, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

ARTICLE 4
PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.

4.2 The Period covered by each progress payment is one calendar month ending on the 25th day of the month.

4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 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.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- 6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.
- 6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
 - 7.1.1 Document 00700 - General Conditions.
 - 7.1.2 Document 00800 - Supplementary Conditions.
 - 7.1.3 General Requirements Division 01.
 - 7.1.4 Technical Specs: Divisions 02 through 17 of Specifications (Division 17 – Telecommunications - may be substituted by the Division 27 under the CSI Masterformat 04 numbering system.)
 - 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
 - 7.1.6 Addenda which apply to the Contract, are as follows:
 - 7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[] 00470	Pre-bid MWSBE Participation Plan
[] 00471	Pre-bid Good Faith Efforts
[] 00472	Pre-bid Goal Deviation Request
[X] 00501	Resolution of Corporation (if a corporation)
[] 00570	Post-bid MWSBE Participation Plan
[] 00571	Post-bid Good Faith Efforts
[] 00572	Post-bid Goal Deviation Request
[X] 00607	Contractor's Certification Regarding Debarment, Suspension for Project Funded by AIP Grant
[X] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[] 00613	One-year Surface Correction Bond

- 00620 Affidavit of Insurance
- 00621 City of Houston Certificate of Insurance
- 00628 Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
- 00630 Agreement to Comply with Pay or Play Program
- 00631 List of Participating Subcontractors (POP-3)
- 00801 FAA Supplementary Conditions (for AIP Only)
- 00804 ARRA requirements (for ARRA grants Only)
- 00805 EEO Program Requirements
- 00806 Disadvantaged Business Enterprise (DBE) Program (For AIP Only)
- 00807 Bidder/Contractor Requirements For Disadvantaged Business Enterprise (DBE) Program (For AIP Only)
- 00808 Bidder Requirements for MWSBE Program
- 00810 Federal Wage Rate - Highway
- 00811 Federal Wage Rate - Building
- 00812 Wage Rate for Engineering Heavy – Water & Sewer Line
- 00814 Wage Rate for Engineering Heavy – Flood Control
- 00820 Wage Rate for Engineering Construction
- 00821 Wage Rate for Building Construction
- 00840 Pay or Play Program
- 00842 Letter of Intent

- 00912 Rider (Contractor Initials: _____)

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

CONTRACTOR:

(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

**IAH – TERMINAL A RECAPITALIZATION PROJECT
Project No. 673A**

AGREEMENT

CITY OF HOUSTON, TEXAS

APPROVED:

By: _____
Director, Department of Aviation

SIGNED:

By: _____
Mayor

COUNTERSIGNED:

By: _____
City Controller

ATTEST/SEAL:

By: _____
City Secretary

Date Countersigned:

8.2 This Contract and Ordinance have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT