

The following Paragraphs amend and supplement the 2006 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

1.1 DEFINITIONS: *Add the following Paragraph 1.1.52:*

1.1.52 OWNER: The Owner shall refer the City of Houston and/or the Houston Airport System (HAS)

1.4 INTERPRETATION: *Add the following Paragraph 1.4.3*

1.4.3 The most recently issued Document takes precedence over previously issues of the same Document. The order of precedence is as follows in the highest authority listed as 1:

1. Contract Modification signed by Contractor and Owner
2. Letter of Clarification, with those of later date having precedence over those of earlier date
3. Special Conditions
4. Supplementary conditions
5. General Conditions
6. Specifications
7. Drawings

ARTICLE 2 – THE CITY

2.2 INFORMATION AND SERVICES REQUIRED OF THE CITY: *Delete Paragraph 2.2.1 and replace with the following:*

2.2.1 If a building permit is required, the Contractor will process an application for and purchase the building permit before Date of Commencement of the Work.

2.3 AVAILABILITY OF LAND AND USE OF SITE: *Delete Paragraph 2.3.1 and 2.3.2 and replace with the following:*

2.3.1 The City will provide, at no cost, as indicated in the Contract, rights-of-way, land on which the Work is to be performed, land for equipment and materials storage, and other land designated in the Contract for use by Contractor unless otherwise provided in the contract. The area to be used for equipment lay down and storage is located in the southwest quadrant of the intersection of Col. Fischer Road and Wright Road in IAH Property. Contractor will be responsible for providing necessary utilities, and providing and maintaining safety and security at the staging site. Contractor is required to document the site condition prior to occupancy. Provide dated photographs and maps for the record to the City Engineer and Owner's representative for concurrence.

Contractor will be required to return the site back to the City in a similar condition. Back charges at cost will be incurred by the Contractor if the City must perform repairs to render the site in similar original condition.

- 2.3.2 Contractor shall confine operations at site to those areas permitted by law, ordinances, permits, and the Contract, and may not unreasonably encumber site with materials or equipment. Contractor shall perform Work so that only one (1) Terminal gate is impacted during a period. Contractor will not be allowed to stage material or equipment within the aircraft movement area.

ARTICLE 3 - THE CONTRACTOR

- 3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

- 3.5.3.1.1 If the original contract price is greater than \$1 Million Dollars, the Contractor shall make good faith efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE) goal which is as follows:

the MBE goal is 10 percent

- 3.5 *LABOR: Insert the following Paragraph 3.5.4.*

- 3.5.4 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7 and Ordinance 2007-0534, are incorporated into this agreement for all purposes. Contractor shall comply with the terms and conditions of the Pay or Play Program as they are set out at the time of City Council approval of this agreement.

- 3.12 *WARRANTY: Insert the following paragraph 3.12.8 and 3.12.9*

- 3.12.8 Contractor shall provide one (1) year guarantee on both workmanship and material for the Passenger Loading Bridge and a minimum two (2) year warranty period on the Preconditioned Air Handling equipment and 400 Hz/28 VDC power equipment. In addition the City may purchase an optional one (1) year extended warranty on the Passenger Loading Bridge. The warranty period shall commence on the date the City accepts the equipment. Warranty work must be completed without cost to the City and within ten days after notification to Prime Contractor of equipment failure or faulty material. Any and all documents necessary to effect warranty must be properly applied for and submitted by the successful Prime Contractor/Supplier. **All freight charges to and from the Prime Contractor's repair facility for warranty repair and/or maintenance must be borne by the Contractor during the warranty period.** Contractor shall remain the primary party responsible for all warranty work. Contractor agrees to coordinate and conduct any warranty work

with other City agents and service providers.

3.12.9 The Contractor shall provide the location of its nearest field service office staffed with factory trained technicians and an estimated typical response time for emergency calls.

3.28 *CONTRACTOR DEBT: Insert the following Paragraph 3.28.1*

3.28.1 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 CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, 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.

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Delete Paragraph 8.1.6 and replace with the following:*

8.1.6 Except in connection with safety or protection of person or the Work or property at the site or adjacent to the site, and except as otherwise indicated on the contract, the Work at the site can be performed seven (7) days per week and twenty-four (24) hours per day. Contractor shall coordinate work schedule with Houston Airport Systems Operations (HAS/OPS) and the City's project manager.

8.1 *PROGRESS AND COMPLETION: Insert the following Paragraph 8.1.6.1:*

8.1.6.1 The following is the maximum amount of time to be allowed for completion of the Work. Contractor is required to provide a detailed timeline in conjunction with Owner's operational activities for joint approval with certain milestone events s follows:

Ph. 1 Shop drawing approval	28 calendar days after NTP (See Note 1 below)
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Ph. 2a Fabrication and delivery of PLB Nos. 1 and 2 incl., PC air handling and power equipment	70 calendar days (after approval of shop drawing)
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Ph. 2b Installation and acceptance of	84 calendar days (after
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	PLB Nos. 1 and 2 gates designated by the City	approval of shop drawing)
Ph. 3a	Fabrication and delivery of PLB Nos. 3 and 4, incl. PC air handling and power equipment	100 calendar days (after approval of shop drawing)
Ph. 3b	Installation and acceptance of PLB Nos. 3 and 4 on Term D gates designated by the City	114 calendar days (after approval of shop drawing)
Ph. 4a	Fabrication and delivery of PLB Nos. 5, 6, and 7, incl. PC air handling and power equipment	130 calendar days (after approval of shop drawing)
Ph. 4b	Installation and acceptance of PLB Nos. 5, 6, and 7 at Term D gates designated by the City	151 calendar days (after approval of shop drawing)
Ph 5	Contract Closeout	30 calendar days

Note 1: The City acknowledges approval of shop drawings is contingent upon others beyond of the control of the Contractor; however, Contractor acknowledges his responsibility to submit a complete and organized shop drawing document. Contractor shall allow 14 days for review of shop drawing submittal.

The schedule is based on a calendar contract.

Only one (1) gate will be allowed to be taken out of service for a period. Commencement on installation of subsequent PLB's is contingent upon HAS acceptance of a complete and operational installation of the previous PLB.

The project shall be substantially completed when all PLB's are fully operational for the Owner's benefit. The contract duration for substantial completion is 151 calendar days.

The duration for substantial completion is 179 calendar days. The total contract duration is 209 calendar days.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 STIPULATED WORK: *Delete Paragraph 9.3.1 and replace with the following:*

9.3.1 The Work for this project shall be contracted on a Stipulated Price basis. The

stipulated price for each PLB shall fully compensate the Prime contractor for removal and disposal of the existing PLB and furnishing and installation of the complete new assembly of the aircraft passenger loading bridge including, but not limited to the rotunda, telescoping tunnels, drive column, aircraft cab with operator's station, controls and indicator, aircraft canopy, auto leveler, service door, landing, stair and baggage chute, electrical system and components, preconditioned air system, 400Hz/28VDC gate equipment, finishes and materials, auxiliary systems coordination and provisions, manuals and training and incidentals necessary to complete the item, submittals, product support, spare parts warranty, and delivery; and for all labor, equipment, tools. Applications for Payment shall be submitted monthly on a form acceptable to the City Engineer. The milestone schedule for payment on each PLB shall be as follows:

- 10% Payment after approval of Shop Drawing
- 30% Payment after delivery of PLB
- 40% Payment after installation and Owner acceptance of PLB
(reference Note 1)
- 10% Payment upon completion of Owner personnel training
- 10% Payment upon delivery of spare parts, approved O&M Manuals

Note 1: Owner acceptance shall be defined as a fully operations PLB for benefit of the Owner's operation)

9.4 APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK: *Delete Paragraph 9.4.1 and replace with the following:*

9.4.1 For work contracted on a Stipulated Price basis, Contractor shall submit Application for Payment to City Engineer each month on a form acceptable to City Engineer in accordance with the payment schedule in Paragraph 9.3.1.1 Payment will be made upon completion of the schedule milestone.

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

9.12.1.1 Contractor shall pay the City \$2,500.00 per day for each day beyond the contract time stipulated for Phase 2b, Phase 3b, and Phase 4b, that service is not resumed at a terminal gate due to incomplete installation and/or improper operation of a new PLB.

ARTICLE 11 - INSURANCE AND BONDS:

11.2 INSURANCE TO BE PROVIDED BY CONTRACTOR: *Delete Paragraph 11.2.8 and replace with the following:*

11.2.8 Endorsement of Primary Insurance: Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

Delete Table 1 REQUIRED COVERAGES and replace with the following Table 1:

**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 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	Value of stored material or equipment, 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
.7 Excess Coverage	\$25,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability
.8 Pollution Legal Liability	\$1,000,000 per occurrence/aggregate
.9 Coverage for tools, equipment, etc., not included in cost of the work	Value of items covered
.10 Equipment floater policy to cover equipment in transit, at warehouse, jobsite or elsewhere until work is turned over to City.	Value of Equipment

.11 Property & Casualty Coverage: "All Causes of Loss" Builders Risk Form for direct physical damage to building or plant construction on Project site. [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
.12 Increased Excess Coverage	None
.13 Contractor's Pollution Liability \$1,000,000.00 each occurrence Including pollution coverage for Contractual Liability, Clean-up costs, Abatement, Transport, and Non-owned disposal sites. Including Bodily Injury, and environmental damage arising from pollution conditions caused in performance of operations. Including Asbestos and Lead if part of operations (MCS-90 endorsement: \$1,000,000.00 CSL to Auto Policy and removal of Pollution Exclusion).	
Defense costs are excluded from face amount of policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.	

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Insert the following Paragraph 13.14 – CONTRACTOR EMPLOYEE BADGING

13.14 CONTRACTOR EMPLOYEE BADGING

13.14.1 The Prime Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time. All on-site personnel of the Prime Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for the Prime Contractor's personnel. The Prime Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on Airport property. *The cost of badges, which is subject to change, is currently \$45.00 each at IAH.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Prime Contractor is responsible for the cost of badges, including replacements thereof. The Prime Contractor's personnel losing badges will be charged for replacement badges at the then current rate. The Prime Contractor acknowledges that fines or penalties associated with non-compliance with security. Contractor employees who do not have security badges must be escorted by badged personnel. In addition to HAS security background check, Customs and Border Protection will conduct a security background check on employees accessing the Terminal D

apron. The Contractor will post a \$1,000 bond for each badged employee.

Insert the following Paragraph 13.15 – CONTRACTOR VEHICLE IDENTIFICATION

13.15 CONTRACTOR VEHICLE IDENTIFICATION

- 13.15.1 All construction vehicles must be clearly marked with the Prime Contractor's name on each side of the vehicle. In addition, all construction vehicles shall be equipped with a flashing amber beacon on the roof.

Insert the following Paragraph 13.16 – SUBMITTAL OF FAA FORM 7460

13.16 SUBMITTAL OF FAA FORM 7460

- 13.16.1 The Owner has submitted FAA Form 7460-1 to the FAA for approval of installation of the passenger loading bridges. This submittal addresses the final installation of the improvements to the airport. The Owner's submittal does not address the Contractor's use of a crane during construction.
- 13.16.2 The Contractor shall prepare FAA Form 7460 -1 for construction on the airport. Contractor shall submit FAA Form 7460 to the Houston Airport System, Planning Department, and attn: Mr. Massoud Dioun, 16930 JFK Blvd., Houston, TX, 77032

Insert the following Paragraph 13.17 – AIRPORT SPILL RESPONSE INSTRUCTIONS

13.17 AIRPORT SPILL RESPONSE INSTRUCTIONS

- 13.16.1 In the event of a spill of a potential contaminant, the Contractor shall immediately contact HAS Airport Operations at (281) 233-1131 and Ellery Stevenson with HAS Environmental Investigator at (218) 233-1684 and report on injuries, type of substance spilled, amount of spill, location, did any of the substance enter the storm drainage system. Contractor shall use containment devices to control material and protect storm water drains and soil. Contractor shall clean up spill with proper equipment. Contractor shall place spilled substance and used cleaning materials in a properly labeled closed and sealed container indoors or under protective cover.

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