

### CITY OF HOUSTON

### **John Whitmire**

Mayor



Jim Szczesniak Director of Aviation

Houston Airports Supply Chain Management Post Office Box 60106 Houston, Texas 77205-0106 fly2houston.com

June 25, 2025

SUBJECT: Addendum No. 4

**REFERENCE:** Invitation To Bid (ITB) for IAH Skyway Structural Improvements at George Bush

Intercontinental Airport (IAH); Solicitation No. HJA-SKYWAY-2025-007; Project

No. 993

To: All Prospective Bidders:

This Addendum is being issued for the following reasons:

I. Replace the following documents:

- 1. Revised Doc 00410 A/B Bid Form (06/25/2025).
- 2. Revised Doc 00520 Agreement (06/25/2025).
- II. Respond to questions.
  - 1. **Question:** Regarding Task item # 15, it is mentioned that the bearing pad material will be as per TX DOT Spec 787. However, the 787 doesn't clearly show what material to be used? Can you please confirm the material and dimensions of bearing pad? Is there a repair detail provided?

**Response:** Please refer to TXDOT 787 spec, bearing pad materials must confirm to TXDOT Item 434 Bridge Bearings. TXDOT Item 434 Bridge Bearings list the material and dimensions of the bearing pad as well as the repair details.

2. <u>Question:</u> In regard with FRP work, there is Note # 12 which states that manufacturer's rep has to be present while FRP work is being done. It will be tough for a manufacturer rep to be present all the time considering hours of work. Is there any relaxation in requirement of this note? As such we are approved installer by manufacturer.

**Response:** A certified installer may be utilized in lieu of having an on-site manufacturer's representative. This does not reduce any requirements of installation from the manufacturer for the material in any way.

3. **Question:** What is the total duration of contract in which work needs to be done?

**Response:** The total contract time has been extended from 365 days to 591 days. Please refer to revised Doc 00410A Section 2.0 Contract Time for more details.

Addendum No.4 IAH Skyway Structural Improvements PN 993 June 25, 2025

When issued, Addendum shall automatically become part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with this Addendum. Addenda will be incorporated into the Contract as applicable. It is the responsibility of the bidder(s) to ensure that it has obtained all such Addenda. By submitting a bid on this project, bidder(s) shall be deemed to have received all Addenda.

If further clarification is needed regarding this solicitation, please contact Jorge Ardines, Sr. Procurement Specialist, via email at <a href="mailto:jorge.ardines@houstontx.gov">jorge.ardines@houstontx.gov</a>.

- DocuSigned by:

Cathy Vander Plaats

Cathy Vander Plaats
Aviation Procurement Officer
Houston Airport System

cc: Andre Morrow Solicitation file

Attachments: 1) Revised Doc 00410 A/B – Bid Form (06/25/2025).

2) Revised Doc 00520 – Agreement (06/25/2025).

### Document 00410A

### BID FORM - PART A

To: The Honorable Mayor and City Council of the City of Houston City Hall

Annex

900 Bagby Street Houston, Texas 77002

IAH Skyway Structural Improvements at George Bush Intercontinental Airport (IAH)

Project No.:

PN 993

Bidder:

Project:

(Print or type full name of business entity, such as corporation, LLC,

etc)

### 1.0 OFFER

- A. Total Bid Price: Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- **B.** Security Deposit: Included with the Bid is a Security Deposit in the amount of 10 percent of the Total Bid Price subject to terms described in Document 00200 Instructions to Bidders.
- **C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 180 days from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- **D.** Addenda: All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- **E. Bid Supplements:** The following documents are attached:
  - [X] Security Deposit (as defined in Document 00200 Instructions to Bidders)
  - [X] Document 00450 Bidder's Statement of MWSBE Status
  - [X] Document 00454 Affidavit of Non-interest
  - [X] Document 00455 Ownership Information Form
  - [X] Document 00456 Bidder's Certificate of Compliance with Buy American Program (required for AIP funded project)
  - [X] Document 00457 Conflicts of Interest Questionnaire (CIQ)
  - [X] Document 00458 Bidder's Certificate Regarding Foreign Trade Restriction (required for AIP funded project)
  - [X] Document 00459 Contractor's Statement Regarding Previous Contracts Subject to EEO (required for AIP funded project)
  - [X] Document 00460 Pay or Play Acknowledgement Form (POP 1-A)
  - Document 00461 Hire Houston First Affidavit
  - [ ] Document 00470 Bidder's MWSBE Participation Plan (required unless no MWSBE participation goal is provided in Document 00800 (the "Goal")).

BID FORM PART A

[^]	funded project)
	funded project)
[]	Document 00471 – Bidder's Record of Good Faith Efforts (required if the
	goal in Bidder's Participation Plan–Document 00470 is lower than the Goal).
[]	Document 00472 – Bidder's Goal Deviation Request (required if the goal in
	Bidder's Participation Plan–Document 00470 is lower than the Goal).
[ X ]	Document 00480 – Form SCM-1 Reference Verification
[X]	Document 00481 – Non-Collusion Statement
[]	Document 00842 – Letter of Intent
[]	Others as listed:

### 2.0 CONTRACT TIME

**A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within 591 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Event	Date(s)	Calendar Days
Construction NTP		0
Phase 1 (Station D & Track)		157
Phase 2 (Station C & Track)		97
Phase 3 (Station B & Track)		97
Phase 4 (Station A & Track)		157
	Total Construction Days	508
Blackout Dates		
2026 Spring Break	March 5, 2026 - March 16, 2026	12
FIFA World Cup	June 11, 2026 – July 6, 2026	25
2026 Thanksgiving	November 19, 2026-November 30, 2026	12
2026 Holidays	December 18, 2026-January 4, 2027	18
2027 Spring Break	March 4, 2027-March 15, 2027	12
2027 Independence Day	July 3, 2027-July 6, 2027	4
	Total Blackout Days	83
Substantial Completion	Total Construction + Blackout Days	591

Document 00410B

### BID FORM - PART B

# 1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

### A. STIPULATED PRICE:

\$N/A

(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

### **B. BASE UNIT PRICE TABLE:**

ITEM NO.	CATEGORY	ITEM DESCRIPTION	UNIT	ESTIMATED BID QUANTITY	UNIT PRICE	TOTAL IN FIGURES
1A	Mobilization/ Demobilization	Installation/removal of all traffic control devices, laydown yard, and cleaning/restoration of work areas	LS	1.0		
1B	Mobilization/ Demobilization	Blackout Periods Removal/Installation of all traffic control devices, and cleaning/restoration of work areas for temporary use during the Blackout Periods	LS	1.0		
2	Traffic Control	Traffic Control Devices	LS	1.0		
3	Surface Repair	Running Beam Coating: Coating system of a crack bridging and waterproofing product on running beams and deck	SF	1,750.0		
4	Surface Repair	Nosing Repair: Contractor shall use a saw cut (or other tools) to square damages in the running guideway beam at the joints or intersections. Repair the area using rapid-set mortar and epoxy mortar.	SF	36.0		

5	Surface Repair	Grout Repair: Contractor shall remove the damaged grout under steel connections on the skyway. Following preparing the area, form and pour the area sing rapid-set mortar	SF	10.0	
6	Surface Repair	Curb repair: The contractor shall remove the damaged curb and install a new curb (6"x 5") to match the existing thickness and elevation. The price includes installing new steel dowels to the existing slab and applying corrosion inhibitor paint (AMP UP RB or equivalent).	LF	101.0	
7	Surface Repair	Contraction Joints: The contractor shall use an appropriate saw machine and saw-cut up to 1/8" of the existing curb down to the existing structural slab without damaging the slab and seal the cut with a flexible sealant such as Sikaflex -2c NS EZ Mix+ or equivalent.	LF	115.0	
8	Surface Repair	Epoxy Injection: for structural cracks wider than .004" and less than 1/4": Epoxy inject cracks with SIKADUR 31 HI-MOD GEL Cap Seal, SIKADUR 35, and HI-MOD LV Epoxy Resin. for structural cracks wider than 1/4": Epoxy inject cracks with SIKADUR 31 HI-MOD GELCap Seal and SIKADUR INJECTION GEL Epoxy Resin	LF	11,462.0	

9	Surface Repair	Expansion joint: The contractor shall remove and replace the existing expansion joints. Price EMSEAL Colorseal Seismic, including nosing repair if needed. In areas lower than 1", the backer rod and sealant shall be used following EOR approval. The contractor shall coordinate with the manufacturer regarding warranty	LF	970.0	
10	Surface Repair	Friction Coating: The contractor shall prepare a steel plate in the transition zones for new epoxy coating. The new coating shall match the existing one.	SF	250.0	
11	Bridge Repairs	Partial-depth Concrete Repair (Spalling)—Contractor Repair horizontal concrete spalls up to 3" in depth per ICRI Guidelines. Price (SIKACRETE 211, SIKACRETE 211 SCC PLUS, SIKAQUICK 1000, SIKA VOH or Equivalent following consulting with EOR.) Work to include saw cutting, replacement of deteriorated steel, surface preparation and coating of exposed steel.	SF	16,474.0	
12	Bridge Repairs	Full Depth Concrete Repair - Repair horizontal concrete spalls up to full depth (8" depth) of the concrete slab edge per ICRI Guidelines Price (SIKACRETE 211, SIKACRETE 211 SCC PLUS or equivalent). Work to	SF	250.0	

		include saw cutting, replacement of deteriorated steel, surface preparation and coating of exposed steel.			
13	Bridge Repairs	Steel Diaphragm: Contractor shall install diaphragms between prestressed beams. The work includes steel beams, connection plates, drilling, and grouting of holding down bolts.	EA	40.0	
14	Bridge Repairs	Shear Key: Contractor shall prepare the areas for shear keys and install a shear key as shown in the details. Work to include drilling anchors, installing steel reinforcement and concrete/non-shrink grout.	EA	40.0	
15	Bridge Repairs	Bearing Pad: The contractor shall remove and replace the damaged bearing pad with a new bearing pad matching the existing bearing pad property. Work includes lifting the span as necessary to replace the indicated bearing pad in accordance with TXDOT spec (Item 787).	EA	40.0	
16	Bridge Repairs	Grout Pad: Remove the delaminated grout pad and prepare the area up to engineers of record satisfaction. Form the area and pour fiber-reinforced concrete or nonshrink grout to match the existing.	SF	12.0	

17	Bridge Repairs	Clean and remove all corrosion from the steel plate beneath the slab, and apply a protective corrosion-resistant paint.	LF	20.0	
18	Bridge Repairs	Rust Spot Concrete Repair - Remove miscellaneous exposed steel from concrete and repair per ICRI guidelines. Price (AMP UP RB and SIKATOP 123 PLUS)	EA	250.0	
19	FRP	FRP strengthening: The contractor shall coat the area receiving FRP fabric material with Sika 330, a two-component, mediumviscosity structural epoxy adhesive, immediately before installing it. Then, Pre-saturate FRP fabric with SIKADUR 300, a two-component, lowviscosity structural epoxy saturant resin, and apply the saturated material to the prepared surface. Or use Equivalent upon EOR approval.	SF	3,500.0	
20	FRP	Ledge Beam: contractor shall design and provide 0.31in2/ft steel equivalent to the bent caps experiencing bending cracks. Prior to installing FRP spikes, the contractor shall use GPR to locate the steel locations. The FRP installation shall be in between the prestressed beams.	LF	1,800.0	

Rev. 06.25.2025

**BID FORM** PART B

## IAH Skyway Structural Improvements Project No.993

21	Terminal	Connection: Contractor shall prepare the area in Terminal C for installation of new Curtain wall as described in the architecture drawing and as structure drawing as well as install all the connections	LS	1.0	
22	Terminal	Strengthening ceiling: The contractor shall carefully install the existing ceiling in Terminal B and install all the connections and steel members as described in the structural drawings.	LS	1.0	
23	Finishing	Provide fresh coat paint to bent caps Repaint exterior wall surfaces with Sherwin Williams Self-Cleaning Coatings, Non pro-rated, warranty 10 years or approved equivalent (Typ.).	LS	1.0	
24	Curtain Wall Replacement	Replace curtain wall system in Terminal C with Laminated Impact Glass	SF	3,920.0	
25	Not Used				
26	Exterior Door Sweeps and Weather Seals	Replace all Exterior Door Sweeps and Weather Seals at sliding and swinging doors at all terminals	EA	68.0	
27	Courtesy Telephone	Replace Courtesy Telephone w/New Recessed or Semi Recessed at Terminals A,B, and C	EA	3.0	
28	Exterior Ceiling Repair	Replace Damaged Exterior Ceiling Over Tracks Synthetic Stucco/EIFS at Terminal B	SF	3,820.0	

29	Interior Acoustic Ceiling Tile	Replace Interior Acoustic Ceiling Tile at Terminal B	SF	2,000.0		
30	Replace Recessed AED Cabinets	Replace Recessed AED Cabinets at Terminals A and B	EA	2.0		
31	Cleaning HVAC Ducts	Inspect and clean HVAC linear diffusers and steam clean ductwork at Terminal C	LS	1.0		
32	HVAC Filter Replacement	Replace air filters and replace any corroded linear diffusers and/or grilles with new in kind at Terminal C	LS	1.0		
33	Drain Cover	Remove and Install All New Roof Drain Covers along APM tracks	EA	30.0		
TOTAL BASE UNIT PRICES					\$	

BID FORM PART B

C. EXTRA UNIT PRICE TABLE: N/A

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### D. CASH ALLOWANCE TABLE:

Item No.	Spec Ref.	Cash Allowance Short Title	Cash Allowance in figures (1)	
1	01210	Building Permit	\$50,000	
2	01210	Environmental Testing and Disposal Allowance - Drain gaskets and bearing pads will be tested by others during Construction. If materials are found to be asbestos containing, the allowance will be utilized to pay for an asbestos disposal by the Contractor. If the materials are not asbestos containing, the allowance will not be utilized.	\$200,000	
3	01210	Additional Flaggers, Barricades, Site Conditions and specific safety conditions improvements	\$50,000	
TOTA	TOTAL CASH ALLOWANCES			

<sup>(1)</sup> Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.

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BID FORM PART B

E. ALTERNATES TABLE: N/A

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BID FORM PART B

F1. T0	OTAL BASE BID PRICE:	\$
(Ad	dd Totals for Stipulated Price, Base Unit Price, Extra Unit Price, and C	Cash Allowance)

**2.0 SIGNATURES:** By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder:		
	(Print or type full name	of your proprietorship, partnership, corporation, or joint venture.*)
Ву:		
,	Signature	Date
Name:		
	(Print or type name)	Title
Address:		
	(Mailing)	
	(Street, if different)	
Telephone	and Fax Number:	
•		(Print or type numbers)

- \* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.
- \*\* Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.
- \*\*\* City reserves the right to choose not to add any alternates to the Base Bid Price or add any one or multiple alternates to the Base Bid Price. Evaluation shall be based on 'Grand Bid Total' amount.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

**AGREEMENT** 

### Document 00520

### AGREEMENT

Project:	oject: IAH Skyway Structural Improvements		
Project Location:	pject Location: George Bush Intercontinental Airport		
	993		
•			
The City: THE CITY OF H	OUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")		
and			
(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:		
Eren Selcen, P.E., – HAS City Engineer, City of Houston Airport. Aviation Department, Infrastructure			
Division (or his or her successor)			
Address for Written Notice	e:111 Standifer Drive, Humble, TX_77338		
Phone Number: <u>281-233-</u>	1605 Fax #: <u>N/A</u>		
Email Address: eren.selcen@houstontx.gov			

<u>City Engineer, City Employee designated by the Director of Department of Aviation to represent the City Engineer, with respect to all other terms of the General Conditions, is:</u>

### Korvin Banks, PMP (or his or her successor)

Phone Number: <u>832 219 2270</u>

E-mail Address: Korvin.Banks@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.

**AGREEMENT** 

#### **ARTICLE 2**

### **CONTRACT TIME**

- 2.1 Contractor shall achieve Date of Substantial Completion within <u>591</u> 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 \$ [Original Contract Price], which includes Alternates, if any, accepted below.
- 3.2 The City accepts Alternates as follows:

Alternate No. 1	[Accepted, Not Accepted or Not Applicable]	
Alternate No. 2	[Accepted, Not Accepted or Not Applicable]	
Alternate No. 3	[Accepted, Not Accepted or Not Applicable]	

### **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 <u>25th</u> 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.

**AGREEMENT** 

- 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.

00520**-**3

Addendum 4 Rev. 06.25.2025

### IAH Skyway Structural Improvements Project No.993

**AGREEMENT** 

- 7.1.1.1 Document 00701 FAA AC 150/5370-10H General Provisions
- 7.1.2 Document 00800 Supplementary Conditions.
- 7.1.2.1 Document 00801 Supplementary Conditions for Project Funded by AIP Grant
- 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 Master format 04 numbering system.)
- 7.1.5 Drawings listed in Document 00015 List of Drawings and bound separately.
- 7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated [	]
Addendum No. 2, dated [	]
Addendum No. 3, dated [	]
Rider No. 1, dated []	
Rider No. 2, dated []	

### 7.1.7 Other documents:

Document No.	<u>Title</u>
[X] 00410B	Bid Form – Part B
[] 00470	Pre-bid MWSBE Participation Plan
[X] 00470D	Pre-bid DBE Participation Plan for Project Funded by AIP Grant
[ ] 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
[X] 00613	One-year Surface Correction Bond
[X] 00620	Affidavit of Insurance
[X] 00621	City of Houston Certificate of Insurance
[X] 00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE)
	Program for Project Funded By AIP Grant
[X] 00630	Agreement to Comply with Pay or Play Program
[X] 00631	List of Participating Subcontractors (POP-3) 00520-4 09-09-2024

### **AGREEMENT**

[X] 00801	FAA Supplementary Conditions (for AIP Only)	
[ ] 00804	ARRA requirements (for ARRA grants Only)	
[ ] 00805	EEO Program Requirements	
[X] 00806	Disadvantaged Business Enterprise (DBE) Program (For AIP Only)	
[X] 00807	Bidder/Contractor Requirements For Disadvantaged	
	Business Enterprise (DBE) Program (For AIP Only)	
[ ] 00808	Bidder Requirements for MWSBE Program	
[X ] 00810 Federal Wage Rate – Highway		
[X] 00812	Wage Rate for Engineering Heavy – Construction	
[ ] 00814	Wage Rate for Engineering Heavy - Flood Control	
[ ] 00820	Wage Rate for Engineering Construction	
[ ] 00821	Wage Rate for Building Construction	
[X] 00840	Pay or Play Program	

### **AGREEMENT**

### ARTICLE 8 SIGNATURES

8.1 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.

CONTRACTOR: «LoBid1Name»	(If Joint Venture)
Ву:	Ву:
Name:	Name:
Title:	Title:
Title:	Title:
Tax Identification Number:	Tax Identification Number:
CITY OF HOUSTON, TEXAS	
ATTEST/SEAL:	SIGNED:
By:City Secretary	By: Mayor
APPROVED:	COUNTERSIGNED:
By: Director, «Department»	By: City Controller
	Date Countersigned:
	eviewed as to form by the undersigned legal assistant epartment criteria. Legal Department has not reviewed
Legal Assistant	Date

**END OF DOCUMENT**