



CITY OF HOUSTON INVITATION TO BID

Issued: September 16, 2016

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, October 20, 2016** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**NON HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES
FOR VARIOUS DEPARTMENT
BID INVITATION NO.: S23-L25783
NIGP CODE: 971-82 & 910-27**

BUYER

Questions regarding this solicitation document should be addressed to **Roy Breaux** at **832.393.8728**, or e-mail to **roy.breaux@houstontx.gov**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 901 Bagby Street, Houston, Texas 77002 City Hall Annex, Tunnel Level (Basement) SPD Conference Room-2 at **10:00 a.m. on Wednesday, October 5, 2016**.

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Procurement Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**NON HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES
FOR VARIOUS DEPARTMENT
BID INVITATION NO.: S23-L25783
NIGP CODE: 971-82 & 910-27**

BUYER

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Non Hazardous Waste Collection, Transportation and Disposal Services for a three-year period with two (2) one-year option periods to extend for Various Departments,**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Chief Procurement Officer of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to cancel this ITB, accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Non Hazardous Waste Collection, Transportation and Disposal Services** for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.shtml>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Procurement Division, 901 Bagby, Room B-403, Houston, TX 77002, Attn: Roy Breaux, or by the preferred e-mail method to **Roy.Breaux@houstontx.gov** no later than **3:00 p.m. CST., Friday, October 7, 2016.**

SITE INSPECTION

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The Bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

PROTEST

- 1.0 An interested party may file a protest on the basis that the City has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:
 - 1.1 The name, address, telephone number, and email address of the protestor.
 - 1.2 The number of the solicitation.
 - 1.3 Information confirming that the protestor is an interested party.
 - 1.4 A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.
 - 1.5 The signature of the protestor.
- 2.0 Protests shall be submitted to: Chief Procurement Officer, City of Houston, 901 Bagby B300, Houston, TX 77002.
- 3.0 The City recognizes three types of protests:
 - 3.1 Protests regarding solicitation (Pre-Submission Protest)
 - 3.2 Any Pre-Submission Protest regarding a solicitation published by the City shall be filed no later than five days before the opening of bids (if a competitive bid) or due date for submittals or proposals (if an RFP/RFQ), as applicable.
 - 3.3 Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-Award Protest)
 - 3.4 Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals by the City must be filed no later than five business days prior to the City Council meeting at which the award appears on the agenda.
- 4.0 Protests made after City Council's decision to award a contract (Post-Award Protest)

4.1 Any protest regarding the award of a contract must be submitted no later than five calendar days after the date of the award.

5.0 Any protest received after the applicable deadline will not be considered.

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SPECIAL NOTE

Prior to the start of the contract, the awarded contractor will meet with representatives of the General Services Department, the Public Works and Engineering Department and the Parks and Recreation Department and set up the regular pickup schedules and coordinate the locations for the containers that will be handled on an "On Call" basis.

SPECIAL BIDDING INSTRUCTIONS:

Bidders are reminded that **Groups 1 through 7** are to be quoted per pickup and pickup unit price must include rental container fees and disposal services. Additionally, Group 7 requires additional containers for the Summer Food Program and last about 8 weeks.

The containers in **Group 8** are to be quoted per pickup, however the containers are **City owned** and pickup unit price includes disposal services.

The containers in **Group 9a** are to be quoted per rental container. The unit rental price is the monthly rental price for each container referenced.

The containers in **Group 9b** are to be quoted per pickup. The unit price per pickup must include disposal services.

The containers in **Group 10** are to be quoted per extra pickup. This extra pickup is for the containers that are on a regular pickup schedule but from time to time need an extra pickup and the extra pickup unit price includes disposal services.

The containers in **Groups 11a, 12a, and 13a** are to be quoted per rental container. The unit rental price is the monthly rental price for each container referenced.

The containers **Groups 11b, 12b, and 13b** are to be quoted per haul. The unit price per haul must include disposal services.

The hand pickup in **Group 14** is to be quoted per pickup. The unit price per pickup which includes disposal fee of non-containerized evening services to include approximately 70 bags of trash per pickup 6 times per week. The trash bags will be provided by the City.

The containers in Section BB will be used to dispose of non-hazardous waste which consist of trash, scum, grit or bar screenings. The containers may contain trash only, trash and scum,

scum only, trash and grit, grit only, scum and grit, bar screening or a combination thereof. The unit prices quoted for the containers apply whether the trash is wet or dry, trash only, trash and scum, scum only, trash and grit, grit only, scum and grit, bar screening or a combination thereof. Additionally, containers with or without wheels and containers with or without locks shall apply to the price quoted noting that only a few containers require wheels or locks.

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES

1.1 The Contractor shall supply all supervision, labor, tools, materials, supplies, vehicles and equipment necessary to perform the work described herein, in accordance with the scope of work/specifications and terms and conditions specified herein.

2.0 GENERAL

2.1 The following City departments ("Departments") will be initially part of this contract:

- 2.1.1 General Services Department
- 2.1.2 Parks & Recreation Department
- 2.1.3 Public Works & Engineering Department

2.2 The Contractor shall provide solid waste containers for the collection, transportation, and disposal of solid waste at those collection sites designated and at the frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. The Contractor shall be required to provide to the respective user department proof of pickup/service. Proof of pickup/service may be made by:

- Sending an E-mail to the user department listing the locations serviced on a daily or weekly basis
- Pick-up receipt listing the locations serviced and faxing the receipt to the user department on a daily or weekly basis.

2.3 The Contractor shall provide compactor units at the collection sites designated and at the designated frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. Pick-up receipts shall be provided as proof of services rendered at each site serviced with compactor, roll off, and open top containers.

2.4 Contractor shall develop and maintain a waste stream management system, and shall prepare a written waste management audit report, by collection site. The initial report is due within ninety (90) calendar days after receipt of the Notice to Proceed. Future audits will be on an "as requested" basis but will not be requested more often than once a year.

3.0 EQUIPMENT AND SUPPLIES

3.1 The Contractor shall:

3.1.1 Provide solid waste containers of the highest quality materials and workmanship available in the commercial industry and shall maintain these containers in good working order at all times. The containers shall be constructed and maintained to prevent rain from entering into the container and the loss of liquids and solid waste. To prevent storm water

pollution violations, liquids shall not leak from containers. Contractor shall pay the City any costs associated with storm water pollution violations that result from leaky containers.

- 3.1.2 *The containers shall have a closeable lid to prevent the infiltration of insects, snakes, rodents and other such creatures. The container lids shall be maintained in good working order at all times and shall comply with the City of Houston Fire Code. The containers shall be cleaned and disinfected on a regularly scheduled basis or as otherwise required by the Department Directors and/or designee to preclude disease, odors and insect breeding.*
- 3.1.3 All containers shall be painted prior to installation at the City's collection sites and repainted at regularly scheduled intervals thereafter or at any time during the term of this Agreement to maintain the appearance and standards acceptable to the City.
- 3.1.4 All containers shall be clearly marked with the Contractor's name and telephone number affixed in a prominent, visible position on the container.
- 3.1.5 Provide "No Parking" signs at or near the containers.
- 3.1.6 Provide appropriately colored containers for the other Departments participating in this Contract.
- 3.1.7 COMPACTORS

The compactor units shall be constructed of high-quality steel channel, tubing, plate and sheet, in accordance with the latest, published, applicable A.N.S.I. Standards. Each unit will be equipped with rubber door seals and dual ratchets. The doors and rubber gaskets shall be constructed and maintained so as to prevent leakage of liquids from the unit. Additionally, the Contractor shall ensure that compactor units meet the following requirements:

- a. The controls shall be designed to completely and safely compact all solid wastes placed in it.
- b. The units shall be fitted with all the latest safety devices to ensure safe operations.
- c. The units shall be marked with bilingual safety decals (English and Spanish) in accordance with the latest, published, applicable A.N.S.I. Standards.
- d. The Contractor shall be responsible for training City employees in the proper and safe operating procedures before the units are operated by City personnel.
- e. The Contractor shall maintain the units in good operating order at all times.
- f. The receiver container component of the compactor units shall be transported and emptied by the Contractor in accordance with the frequency schedule detailed in Exhibit "BB".
- g. Contractor shall ensure that the dual ratchets are closed and tightened when reinstalling the units at the collection sites.
- h. A compactor monitoring system gauge must be included with

each compactor, at no cost to the City. Contractor shall ensure that the monitoring gauges are working properly throughout the term of this Contract.

- 3.1.8 The Contractor shall inspect all the designated collection sites and determine the exact scope of services to facilitate installation of solid waste containers and compactor units.
- 3.1.9 Installation of containers and compactor units shall be accomplished by the Contractor within sixty (60) days from receipt of the Notice to Proceed. Training of City personnel shall also be accomplished by the Contractor within the aforementioned 60-day period.
- 3.1.10 It is agreed and understood by the Contractor that a Director and/or designee may change collection sites by notifying the Contractor in writing. However, if, by making such changes, the City increases the number of the collection sites, the number/capacities of the containers, or number of compactor units and/or the frequency of services to be provided in Exhibit BB, then such changes will be made pursuant to the addition/delete provisions of the Contract.

4.0 DISPOSAL

- 4.1 The Contractor shall transport and dispose of all solid waste collected, pursuant to this Contract, safely and in the manner prescribed by law, that each disposal site has been approved by all governing authorities with jurisdiction over the disposal of solid wastes, that it shall not dispose of solid wastes at any disposal site which has had its permit revoked, and that the vehicles used to transport the solid waste meets or exceeds the operating standards established by all regulatory authorities with jurisdiction over the transporting of solid waste.
- 4.2 The Contractor shall comply with all standards established by the City's Health & Human Services Department in regards to the waste containers and compactor units and maintenance of the areas immediately adjacent to them.
- 4.3 The Contractor shall provide a list of disposal sites it will use during the term of the Agreement to the Contract Administrator. This list must be approved by the Contract Administrator prior to their use in disposing of City-generated waste products. The complete geographic location and its associated permit number will be included in each request.
- 4.4 Emptying containers and compactor units or performing any other services called for in this Agreement shall be performed during the City of Houston Department's approved hours for service (**HFD locations require services be performed after 8:00 A.M.**). An appointment with City personnel will be required for after hours, unmanned facilities, enclosed or secure areas. On call services may include Saturday and Sunday if requested. The Contractor shall develop an approved service time with each Department, along with the City employee(s) designated to sign and approve delivery tickets upon delivery. The Contractor shall submit the approved list of service times and names of City delivery ticket approving officials within 14 calendar days after receipt of the Notice to Proceed.
- 4.5. Failure to provide services on the scheduled day and time by Contractor will result in reducing the monthly invoice by the unit price of the pickup location.

- 4.6. The frequency of collection is as depicted in Exhibit "BB" and may be increased/decreased if agreed to by the Department Director and/or designee and the fees adjusted accordingly.
- 4.7. The Contractor shall empty containers and compactor units and dispose of solid waste from the City's collection sites listed in Exhibit "BB".
- 4.8. The Contractor shall remove waste or clean areas, pavements, driveways or street areas that become contaminated from spillage from waste or liquids deposited by the Contractor's truck while on site. Damage to City of Houston Property caused by the Contractor shall be repaired or replaced within two weeks, or the City of Houston shall invoice the Contractor for the cost of repairs.
- 4.9. The Contractor shall continually monitor and inspect each delivery of the City's solid waste to the disposal site to ensure that hazardous wastes are not commingled with the solid waste, which cannot be lawfully accepted by the disposal site.
- 4.10. The Contractor shall record every delivery to a disposal site of all solid waste collected from any of the City's collection sites and retain such records for a period of four (4) years after the date the waste was delivered to the disposal site. The records shall include, but are not limited to, the identity of the specific collection site from which the solid waste was collected, the disposal site, the location of the disposal site and the date the solid waste was delivered. The Contractor shall make these records available to the Contract Administrator, the Department Director, or designee.
- 4.11. Collections days shall have a minimum of one workday (Monday through Friday) between services (i.e., frequency two times per week, pickup Monday and Wednesday.)

5.0 WASTE STREAM MANAGEMENT

- 5.1. The Contractor shall complete a Waste Stream Management Audit and submit a report documenting the findings of the audit to the Department Directors and/or designee within the first ninety (90) days of this Contract. The report shall contain, at a minimum:
 - 5.1.1 The actual volume of solid waste collected from each container or compactor unit.
 - 5.1.2 Suggested changes in container or compactor unit sizes, frequency of collection, number and types of containers, etc. based upon the historical needs for solid waste collection and disposal services.
 - 5.1.3 An analysis to identify those City facilities or Departments that may benefit from recycling, roll-off container service or front-end corrugated cardboard recycling.
 - 5.1.4 Additional audits may be requested after the initial audit is received and evaluated. Additional audits will not be requested more often than once a year.
 - 5.1.5 The audits shall be used in assessing the services needed for each Department and collection site identified. The goal is to provide

sufficient capacity and collection frequency to assure waste containment at each collection site is at least 95% of the time. Service may be increased or decreased as a result of the audit. An increase in service over the levels established for Basic Services shall be a "Special Service" and processed accordingly. A decrease in service from the levels established for Basic Services shall reduce the cost of the Basic Services by the cost of the services no longer required or provided and by decreases in the cost of equipment and supplies.

- 5.1.6 In the event that Basic Services are decreased and the resulting service level for a container or compactor unit is unsatisfactory, in the opinion of a Director and/or designee, the service level will be returned to its original Basic Service level and the costs adjusted accordingly. An unsatisfactory level of service shall mean that the quantity of nonhazardous solid waste generated and collected at the collection site exceeds the reduced capacity for three (3) consecutive pick-ups or excessive odors or unsanitary conditions prevail, in the opinion of the participating Department Director/designee.

SPECIAL SERVICES

6.0 GENERAL

- 6.1 Increasing the number of collection sites, containers, compactor units, the capacity of the containers specified or increasing the frequency of collection beyond that level of service detailed in Exhibit "BB" shall be designated as a "Special Service" under the terms of this Contract. Costs for such "Special Services" are as detailed in Exhibit "H".

7.0 SEASONAL SERVICE CHANGES

- 7.1 Certain collection sites designated in Exhibit "BB" with an asterisk (*) are subject to seasonal service changes or adjustments. If the seasonal service changes are not included in Basic Services, they will be considered to be "Special Services" under the terms of this Contract. Seasonal is defined as May 15 through September 30. Contractor shall remove trash containers from seasonal locations when notified in writing by the City via a Notice of Deletion letter.

8.0 SILENCE OF THESE SPECIFICATIONS

- 8.1 The specifications set forth herein cover the minimum requirements for non-hazardous solid waste collection, transportation and disposal services. The descriptions contained in these specifications shall be considered as instructive to the Contractor as to the type and quality of containers and compactor units desired. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall prevail. All interpretation of these specifications shall be made based upon this statement.

9.0 ADDITIONS AND DELETIONS

- 9.1 The City, by written notice from the Chief Procurement Officer or the Director to the Contractor, at any time during the term of this Contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the Agreement specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges there for will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 10.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of non-hazardous waste collection services during the term of this Contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

11.0 WARRANTIES

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 as more fully described in this Exhibit "B."

- (1) With respect to any parts and goods it furnishes, Contractor warrants:
- (a) that all items are free of defects in title, design, material, and workmanship,
 - (b) 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,
 - (c) that each replacement item is new, or like new (Contractor will make reasonable efforts, whenever commercially and financially reasonable, to make replacements with new parts and goods), in accordance with original equipment manufacturer's specifications, of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and will not cause any manufacturer's warranties to lapse or become invalid, and
 - (d) that no item or its use infringes any patent, copyright, or proprietary right.
- (2) Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.

- (a) Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
- (b) The Director will give written notice of any defect or nonconformance to Contractor within one year from the date of Acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.
- (c) In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.
- (d) The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not acceptable by the Director under this Agreement.

12.0 CRIMINAL BACKGROUND CHECK

- 12.1 At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director and/or designee, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time as reasonably deemed necessary by the Director and/or designee throughout the term of the Agreement. Failure to strictly comply with this requirement is grounds for immediate termination of the Contract.
- 12.2 The Contractor shall be responsible for all costs associated with the background checks. Additionally, all of Contractor's employees and subcontractor employees must:
 - 12.2.1 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
 - 12.2.2 Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;
 - 12.2.3 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
 - 12.2.4 Not have any pending, unresolved, or unadjudicated felony or Class A

misdemeanor charges or indictments in this or any other jurisdiction.
Not be on probation or parole for any felony or Class A misdemeanor;

12.2.5 Not be required to register in this or any other state as a sex offender;

12.2.6 Have no outstanding warrants;

12.2.7 Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;

12.2.8 Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;

12.2.9 Not have been discharged from the armed services of the United States under other than honorable conditions;

12.2.10 Be skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. All personnel must be skilled in establishing and maintaining effective working relationships with City employees and the general public.

12.2.11 The City reserves the right to conduct additional background checks as deemed advisable.

13.0 CONTRACT COMPLIANCE

13.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable levels of service are provided.

13.2 Monitoring may take the form of, but not limited to:

13.2.1 Site visits

13.2.2 Review of deliveries received and pickup of containers for accuracy and timeliness

13.2.3 Review of certifications and/or licenses

13.2.4 Review of contractor's invoices for accuracy

13.3 The responsibility for monitoring rests with the Contract Compliance Section of participating departments of the Office of the various Directors and/or designee.

14.0 MODIFICATION TO RATES

14.1 Fuel Adjustments: Every calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$3.90 per gallon (with a 1% surcharge beginning at \$3.90 per gallon and a 2% surcharge at \$4.15 per gallon, etc.). In no event shall there be any fuel adjustment for any decrease in the price of diesel fuel below \$3.50 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the

US Department of Energy (“EIA/DOE”)’s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location:
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter, if such a Monday is a Federal Holiday).

15.0 POST AWARD MEETING:

15.1 Once the contract has been approved by City Council, the City reserves the right to schedule a Post-Award meeting with the successful Contractor and the various End Users. This meeting will include Procurement, Contract Management of the various Departments, Accounts Payable, and all other matters related to contract administration.

16.0 INTERLOCAL AGREEMENTS:

16.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

**SECTION B2
GENERAL SERVICES DEPARTMENT**

Location Name	Address	Number of Container	Container capacity	Collection Frequency	Schedule
City Hall Annex	900 Bagby	2	8	6	Week
General Maintenance	2707 Dalton	1	8	1	Week
Municipal Courts	1400 Lubbock	1	8	5	Week
PDMO Warehouse	2511 Broad St.	1	8	1	Week
HEC	5320 N. Shepherd	1	40	On Call	Week
	Total General Govt.				
Fire Station #2	5880 Woodway Dr.	1	4	1	Week
Fire Station #3	3735 W. Alabama	1	4	1	Week
Fire Station #4	6530 W. Little York	1	4	1	Week
Fire Station #5	2020 Hollister	1	4	1	Week
Fire Station #6	3402 Washington	1	4	1	Week
Fire Station #7	1402 Elgin	1	4	1	Week
Fire Station #8	1919 Louisiana	1	4	1	Week
Fire Station #9	702 Hogan	1	2	1	Week
Fire Station #10	6600 Corporate Dr.	1	4	1	Week
Fire Station #11	460 T.C. Jester	1	6	1	Week
Fire Station #12	1502 Alber	1	6	1	Week
Fire Station #15 Old	402 Tabor	1	4	1	Week
Fire Station #15 New	5306 N. Main	1	4	1	Week
Fire Station #16	1700 Richmond	1	4	1	Week
Fire Station #17	2805 Navigation	1	4	1	Week
Fire Station #18	619 Telephone	1	4	1	Week
Fire Station #19	1811 Gregg	1	4	1	Week
Fire Station #20	6902 Navigation	1	4	1	Week
Fire Station #21	10515 S. Main	1	2	1	Week
Fire Station #22	7825 Harrisburg	1	6	1	Week
Fire Station #23	8005 Lawndale	1	4	1	Week
Fire Station #24	2625 Reed Rd.	1	4	1	Week
Fire Station #25	3902 Scott	1	4	1	Week
Fire Station #26	7111 Dixie	1	4	1	Week
Fire Station #27	6302 Lyons	1	4	1	Week

Fire Station #28	3000 Chimney Rock	1	4	1	Week
Fire Station #29	4829 Old Galveston Rd.	1	4	1	Week
Fire Station #30	6702 Irvington	1	4	1	Week
Fire Station #31	222 W. Crosstimbers	1	4	1	Week
Fire Station #32	8614 E. Tidwell	1	4	1	Week
Fire Station #33	7117 Fannin	1	4	1	Week
Fire Station #34	310 Laura Koppe	1	4	1	Week
Fire Station #35	5535 Van Fleet	1	4	1	Week
Fire Station #36	7720 Airport Blvd.	1	4	1	Week
Fire Station #37	7026 Stella Link	1	4	1	Week
Fire Station #38	1120 Silber	1	4	1	Week
Fire Station #39	5810 Pickfair	1	4	1	Week
Fire Station #40	5830 O.S.T.	1	4	1	Week
Fire Station #41	805 Pearl	1	2	1	Week
Fire Station #42	8675 Clinton	1	4	1	Week
Fire Station #43	7330 N. Wayside	1	2	1	Week
Fire Station #44	675 Maxey Rd.	1	4	1	Week
Fire Station #45	4910 McCarty	1	4	1	Week
Fire Station #46	3902 Corder	2	6	1	Week
Fire Station #47	2615 Tidewater	1	2	1	Week
Fire Station #48	11616 Chimney Rock	1	4	1	Week
Fire Station #49	1212 Gessner	1	4	1	Week
Fire Station #50	4420 Bingle	1	6	1	Week
Fire Station #51	6902 Bellaire	1	4	1	Week
Fire Station #52	10343 Hartsook	1	2	1	Week
Fire Station #53	13349 Vicksburg	1	2	1	Week
Fire Station #55	11212 Cullen	1	4	1	Week
Fire Station #56	5820 E. Little York	1	4	1	Week
Fire Station #57	13602 Memorial Dr.	1	4	1	Week
Fire Station #58	18413 Fulton	1	2	1	Week
Fire Station #59	13925 S. Post Oak	1	4	1	Week
Fire Station #60	2925 Jeanetta	1	4	1	Week
Fire Station #61	9726 Monroe	1	4	1	Week
Fire Station #62	1602 Seamist	1	4	1	Week
Fire Station #63	5626 Will Clayton Pkwy.	1	4	1	Week
Fire Station #64	3000 Greens Rd.	1	4	1	Week
Fire Station #65	11531 FM 1960	1	4	1	Week

Fire Station #66	5800 Teague	1	4	1	Week
Fire Station #67	1620 W. Little York	1	4	1	Week
Fire Station #68	8602 Bissonett	1	4	1	Week
Fire Station #69	1102 W. Belt South	1	6	1	Week
Fire Station #70	11410 Beamer	7	4	1	Week
Fire Station #71	15200 Space Center Blvd	1	4	1	Week
Fire Station #72	17401 Saturn Ln.	1	2	1	Week
Fire Station #73	9640 Wilcrest	1	4	1	Week
Fire Station #74	460 Aldine Bender	1	4	1	Week
Fire Station #75	1995 S. Dairy Ashford	2	4	1	Week
Fire Station #76	7200 Cook Rd.	1	4	1	Week
Fire Station #77	10155 Kempwood Dr.	1	8	1	Week
Fire Station #78	15100 Memorial	1	4	1	Week
Fire Station #80	16111 Chinmey Rock	1	2	1	Week
Fire Station #82	11250 Braesridge	1	2	1	Week
Fire Station #83	3350 Breezewood Dr.	1	2	1	Week
Fire Station #84	320 Gears Rd.	1	4	1	Week
Fire Station #86	14300 Briar Forest	3	8	1	Week
Fire Station #90	16535 Park Row Dr.	1	4	1	Week
Fire Station #93	911 FM 1959	1	4	1	Week
Fire Station #94	235 El Dorado	1	6	1	Week
Fire Station #96	7409 Willowchase	1	6	1	Week
Fire Station #101	1863 Kingwood Dr.	1	2	1	Week
Fire Station #102	4102 W. Lake Houston	1	6	2	Week
Fire Station #103	2907 High Valley	1	4	1	Week
Fire Station #104	910 Forrest Cove Dr.	1	2	1	Week
Fire Station #105	14014 W. Lake Houston	1	2	1	Week
Temporary Bldg.	2002 W. 43rd. St.	1	2	1	Week
Fire Academy	8030 Braniff				
Logistical Center Fleet Operations	1205 Dart	1	4	2	Week
Logistical Center	1205 Dart	4	4	3	Week
Logistical Center	1205 Dart	2	8	2	Week
Braeswood Square	60 Braesmont	1	4	1	Week
HFD Brac Facility	6903 Perimeter Park Dr.	1	4	1	Week
	Total Fire Facilities				
Acres Homes MSC	6719 W. Montgomery	1	8	3	Week

Animal Care Facility	2700 Evella	1	8	3	Week
BARC	3110 Stevens	1	8	3	Week
Central HQ & Clinic	1115 S. Braeswood	1	8	5	Week
Cochran Warehouse	1906 Cochran	1	6	1	Week
Denver Harbor MSC	5402 Market	1	6	2	Week
Facilities Mngt. Hqts.	3026 Berry Rd.	1	6	1	Week
Fifth Ward MSC	4014 Market (3 x wk)	1	8	3	Week
Fifth Ward MSC	4014 Market (5 x wk)	1	8	5	Week
Health Administration	8000 N. Stadium Dr.	1	8	5	Week
Health Warehouse	3301 Commerce	1	6	1	Week
Hiram Clark MSC	3810 W. Fuqua	1	8	3	Week
Holcombe Lab	2251 Holcombe	1	8	5	Week
Holcombe Lab	2250 Holcombe	2	8	5	Week
Kashmere MSC	4802 Lockwood	1	6	3	Week
La Nueva Casa	1809 N. Main	2	4	3	Week
Magnolia MSC	7037 Capital	1	8	5	Week
Metropolitan MSC	1475 West Gray	1	6	3	Week
Northside Health Ctr.	8523 Arkansas	1	6	3	Week
Northwest MSC	9720 Spaulding	1	2	2	Week
Pollution Control Adm	7411 Park Place	1	6	2	Week
Riverside Health Ctr.	3315 Delano	1	6	3	Week
Southwest MSC	6400 High Star	1	8	2	Week
Sunnyside Health Ctr.	9314 Cullen	1	6	3	Week
Sunnyside MSC	4605 Wilmington	1	6	3	Week
Third Ward MSC	3611 Ennis	1	6	2	Week
Tri-Community Ctr.	9525 Clinton	1	8	1	Week
West End Health Ctr.	190 Heights	1	8	3	Week
West End MSC	170 Heights	1	6	3	Week
Aldine WIC	5180 Aldine Mail Rte.	1	2	1	Week
Alief WIC New	12660 Beechnut	1	2	2	Week
Hunting Bayou WIC	11430 I-10 East	1	2	1	Week
Northeast WIC	9421 Mesa Rd.	1	2	2	Week
	Total Health Facilities				
Acres Homes Branch	8501 W. Montgomery	1	3	1	Week
African American	1300 Victor	1	4	2	Week
Alief Branch	7979 Kirkwood	1	4	2	Week
Blue Ridge Branch	7707 W. Fuqua	1	4	2	Week

Bracewell Branch	9002 Kingspoint Dr.	1	8	3	Week
Bracewell Branch	10115 Kleckley	1	3	1	Week
Carnegie Branch	1100 Quitman	1	4	2	Week
Central Library	500 McKinney	1	10	5	Week
Clayton Library	5300 Caroline	1	4	1	Week
Collier Branch	6400 Pinemont	1	4	2	Week
Dixon Branch	8002 Hirsh Rd.	1	3	1	Week
Flores Branch	North Milby	1	3	1	Week
Heights Branch	1302 Heights	1	6	1	Week
Hillendahl Branch	2436 Gessner	1	3	1	Week
Johnson Branch	3517 Reed Rd.	1	3	1	Week
Jungman Branch	5830 Westheimer	1	4	1	Week
Kashmere Gardens	5411 Pardee	1	4	2	Week
Kendall Branch	609 N. Eldridge Pkwy.	1	8	2	Week
Lakewood Branch	8815 Feland	1	3	1	Week
Library Resource Center	3102 Center	1	8	2	Week
Looscan Branch	2510 Willowick	1	3	1	Week
Mancuso Branch	6767 Bellfort	1	3	1	Week
McGovern-Stella Link	7405 Stella Link	1	4	1	Week
Melcher Branch	7200 Keller	1	3	1	Week
Meyer Branch	5005 W. Bellfort	1	3	1	Week
Montrose Branch	4100 Montrose	1	3	1	Week
Moody Branch	9525 Irvington	1	3	1	Week
Oak Forest Branch	1349 W. 43rd.	1	3	1	Week
Park Place Branch	8145 Park Place Blvd.	1	4	2	Week
Pleasantville Branch	1520 Gellhorn	1	3	1	Week
Ring Branch	8835 Long Point	1	4	1	Week
Robinson-Westchase	3223 Wilcrest	1	4	2	Week
Scenic Woods Branch	10677 Homestead Rd.	1	3	1	Week
Smith Branch	3624 Scott	1	4	1	Week
Stanaker Branch	611 S. Sgt. Macario Gar	1	4	1	Week
Tuttle Branch	702 Kress	1	4	2	Week
Walter Branch	7660 Clarewood	1	4	1	Week
Young Branch	5400 Griggs	1	3	1	Week
	Total Library Facilities				
Academy	17000 Aldine Westfield	1	6	3	Week
Auto Theft	1100 Elder	1	8	2	Week

Braburn Storefront	11168 Fondren	1	8	1	Week
Carpenter Shop	61 Reisner	1	40	6	Year(Call)
Central Police	61 Reisner	1	40	1	Week
Clear Lake Substation	2855 Bay Area Blvd.	1	8	2	Week
Kingwood	5911 Rustic Woods	1	4	1	Week
Magnolia/Eastside	7525 Sherman	1	8	2	Week
Midwest Police Station	7277 Regency Sq.	1	8	1	Week
McNair South Central	2202 St. Emanuel	1	6	2	Week
Mounted Police	5005 Little York	1	8	2	Week
North Command	9456 W. Montgomery	2	8	3	Week
North Command Parking	9455 W. Montgomery	1	8	2	Week
North Parking Lot	33 Artesian	1	8	3	Week
North Shooting Range	17000 Aldine Westfield	1	8	3	Week
North East Substation	8333 Ley Rd.	1	8	2	Week
Northline Storefront	392 W. Little York	1	6	1	Week
Northwest Station	6000 Teague	1	6	2	Week
Police Headquarters	1200 Travis (Bags)	1	20	1	Month
Reed Rd. Storefront	3511 Reed Rd.	1	2	1	Week
South Gessner Station	8605 Westplace	1	8	1	Week
Southwest Sub	4503 Beechnut	1	6	2	Week
Uniform Supply	700 Houston Ave.	1	8	1	Week
West Station	3202 S. Dairy Ashford	1	6	2	Week
HPD BRAC Facility	7077 Perimeter	1	8	2	Week
	Total Police Facilities				
Parking Management	2020 McKinney	1	6	1	Week
	Total ARA Facilities				
Central Permitting Ctr.	1002 Washington Ave.	1	6	3	Week
	Total PWE Facilities				
Houston TranStar	6922 Old Katy Rd.	1	40	(on call)	
	Total PWE Facilities				
Northeast Quad	802 E. Burress	1	30	30	Year
Northwest Quad	5900 Teague	1	20	2	Week
Southwest Quad	7101 Renwick	1	40	Call	Call
WW Tech Services	100 Japhet	1	30	2	Month
Utility Maintenance	718 E. Burress	1	8	1	week
	Total UMB Facilities				

PUBLIC WORKS & ENGINEERING DEPARTMENT

Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WWO	Chocolate Bayou	9600 Martin Luther King	1	3	1	week
PW&E WWO	Groveyay Trailer	4550 Groveyay	1	3	1	week
PW&E WWO	Tidwell Timbers/ Scum	10545 Tidwell	1	3	1	week
PW&E WWO	Beltway WW Treatment Pit. Grit	10518 Bellaire	1	3	1	week
PW&E WWO	Clinton Park Scum	9030 Clinton	1	3	1	week
PW&E WWO	Easthaven Grit	8545 Scranton	1	3	1	week
PW&E WWO	Greenridge M.U.D.	6301 W. Fuqua	1	3	1	week
PW&E WWO	MUD 203 Scum & Trash	1215 Gears	1	3	1	week
PW&E WWO	Homestead WW Treatment Pit. Scum	5565 Kirkpatrick	1	3	1	week
PW&E WWO	Imperial Valley Scum & Trash	15600 Rock House Rd.	1	3	1	week
PW&E WWO	Intercontinental Airport Scum	2450 Rankin Rd.	2	3	1	week
PW&E WWO	Chocolate Bayou	9600 Martin Luther King	1	3	1	week
PW&E WWO	North Belt Scum	14506 Smith Rd.	2 (w/ Casters	3	1	week
PW&E WWO	NE WW Treatment Plant Scum	655 Maxey Rd.	1	3	1	week

Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WWO	Park Ten	16500 Park Row	1	3	1	week
PW&E WWO	SE WW Treatment Pit.	9610 Kingspoint	1	3	1	week
PW&E WWO	SE WW Treatment Pit. Grit	9610 Kingspoint	1	3	1	week
PW&E WWO	Turkey Creek	1147 Enclave Parkway	1	3	2	week
PW&E WWO	Upper Braes	13525 West Houston Center Blvd.	1	3	1	week
PW&E WWO	W.C.I.D. #111 Bar Screening	10801 Huntington Point Dr.	2	3	2	week
PW&E WWO	W.C.I.D. #111 WWTP	1801 Huntington Point Dr.	2	3	1	week
PW&E WWO	Westway Municipal Bar Screening	10273 Genard	2	3	1	week
PW&E WWO	White Oak Scum	7103 West Gulf Bank	2	3	1	week
PW&E WWO	Willow Run Treatment Plant	18187 Mosener Lane	2	3	1	week
PW&E WWO	M.U.D. #47 Trash & Grit	7410 Galveston Rd	1	3	1	week
PW&E WWO	Northgate WW Treatment Plant Scum & Trash	303 Benmar	2	3	2	week
PW&E WWO	Northgate WW Treatment Plant	303 Benmar	1	3	2	week
PW&E WWO	Sagemont Grit & Trash	11700 Sageabor	1	3	2	week
PW&E WWO	Almeda Sims	12319 1/2 Almeda Rd	3	3	1	week
PW&E WWO	W.C.I.D. #111	10801 Huntington Point Dr.	2	3	2	week

Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WVO	NW WW Treatment Pit. Grit	5423 Mangum	1	3	3	week
PW&E WVO	NWWW Treatment Pit. Bar Screening	5423 Mangum	1	3	3	week
PW&E WVO	NWWW Treatment Pit.	5423 Mangum	1	3	3	week
PW&E WVO	FWSD #23 Trash/Bar Screening	8219 Kellett	1	3	1	week
PW&E DWO	Katy Addicks Plant	11500 Old Katy Road	1	4	1	week
PW&E DWO	SE Water Production Plant	3100 Genoa Red Bluff	2	4	1	week
PW&E DWO	EWPP (Surface Water Treatment) plant	12555 Clinton Dr.	3	4	1	week
PW&E DWO	EWPP (Surface Water Treatment) plant	2300 Federal Road	4	4	1	week
PW&E DWO	Spring Branch #4	4017 Campbell Rd.	1	4	1	week
PW&E WVO	Almeda Sims	12319-1/2 Almeda	1	4	1	week
PW&E WVO	Beltway WW Treatment Pit., Bar Screening	10518 Bellaire	1	4	1	week
PW&E WVO	Chocolate Bayou	9600 Martin Luther King	1	4	1	week
PW&E WVO	Greenridge M.U.D.	6301 W. Fuqua #1	1	4	1	week
PW&E WVO	Upper Braes West Houston Center Blvd	13525 WHCB	1	4	1	week
PW&E WVO	Metro Central Trash & Grit	12815 Old Galveston Rd.	1	4	1	week
PW&E WVO	West District	255 Isolde	1	4	2	week
PW&E WVO	Sims Bayou	9500 Lawndale	2	4	1	Week
PW&E WVO	Sims Bayou-South	3013 Old Galveston Rd.	1	4	1	week
PW&E WVO	Sims Bayou-South	3103 Old Galveston Rd.	1 (city owned)	4	1	week
PW&E WVO	Turkey Creek	1147 Enclave Parkway	2	4	2	week
PW&E WVO	West Houston Center Blvd	13525 WHCB	1	4	1	week
PW&E WVO	W.C.I.D. #76 Scum	13535 River Trail	1	4	1	week
PW&E WVO	Willowbrook Bar Screening	7101 W. Greens	1	4	1	week

PW&E WWO	Willowbrook Grit	7101 W. Greens	1	4	1	week
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Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WWO	F.W.S.D. #23 Bar Screening	8219Kellet	1	4 (with wheels)	1	week
PW&E WWO	WW Administration	4545 Groveway	1	4	1	Week
PW&E WWO	69th St. WWTP, Grit	2525 S/SGT Macario Garcia	1	4	1	Week
PW&E WWO	Keegans Bayou Bar Screening	9400 White Chapel	1	4	3	Week
PW&E WWO	Southwest Treatment Plant	4211 Beechnut	1	4	2	week
PW&E WWO	69 th Street Sludge, Administration Bldg.	2525 S/SGT Macario Garcia	2	6	1	week
PW&E WWO	Beltway Lab	10500 Bellaire	1	6	1	week
PW&E S&D	Bridge Division	2701 Dalton Houston 77017	1	6	1	week
PW&E MMB	Materials Management	13211 West Houston Center Blvd	1	8	1	week
PW&E DWO	Park Glen Plant	10923 Standcliff	1	8	1	week
PW&E DWO	Northeast Water PP	12121 N. Sam Houston Pkwy	1	8	1	week
PW&E DWO	Southwest Plant	4410 Westpark	1	8	1	week
PW&E DWO	Central Plant	105 Sabine	1	8	1	week
PW&E DWO	Bellaire Braes (D-158)	12423 Bellaire Blvd	1	8	1	week
PW&E DWO	Ground Water	7000 Ardmore	1	8	1	week
PW&E E.B. CAPE	E.B.Cape Ctr	4501 Leeland	1	8	2	week
PW&E WWO	Almeda Sims	12335 Almeda Rd.	2	8	1	week
PW&E WWO	Almeda Sims Bar Screening	12319- Almeda	1	8	1	week
PW&E WWO	Keegans Bayou	9400 White Chapel	1	8	1	week
PW&E WWO	Sims Bayou	9500 Lawndale	1	8	1	week

Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WWO	Sims Bayou-South	3013 Old Galveston Rd.	1	8	1	week
PW&E WWO	69 th Street Wastewater Plant	2525 S/SGT Macario Garcia	1	8	1	week
PW&E WWO	Various	Various	2	8	2	week
PW&E MMB	Materials Management	2805 McKinney	1	8	1	week
PW&E UCS	Utility Customer Service	4200 Leeland	2	8	2	week
PW&E UCS	Utility Customer Service	4215 Leeland	1	8	2	week
IT	Information Technology	4200 Leeland	1	8	1	week
PW&E WWO	Sims Bayou	9500 Lawndale	2	10	1	week
PW&E WWO	HESS (Wastewater)	1720 Central	1	10	1	week

PWE WWO	Various	Vrious	2	20	2	week
PW&E DWO	Systems Maintenance	5900 Teague	1	20	1	week
PW&E S&D	Bridge Division	2701 Dalton	1	20	1	week
PW&E DWO	System Maintenance	2700 Dalton	3	20	6/yr.	call
PW&E UCS	Utility Customer Service	2700 Dalton	2	20	6/yr.	call
PW&E WWO	69th Street Wastewater Plant Bar Screening	2525 S/SGT Macario Garcia	1	20	call	call
PW&E WWO	69th Street Wastewater Plant Grit	2525 S/SGT Macario Garcia	1	20	call	call
PW&E WWO	69yh Street WW Plant Scum	2525/SGT Macurio Garcia	2 (w/4 Casters	20	Call	call
PW&E WWO	Sims Bayou	9500 Lawndale	2	20	call	call
PW&E WWO	Sims Bayou-South	3100 Old Galveston Rd.	2	20	call	call
PW&E WWO	Upper Braes	13525 WHCB	1	20	call	call
PW&E WWO	Almeda Sims	12319 1/2 Almeda	2	20	call	call

Dept.	Collection Site	Street Address	Number of Containers	Container Capacity (Cubic Yards)	Collection Frequency	Schedule
PW&E WWO	Metro Central WWTP	12815 Old Galveston Rc.	1	20	Call	Call
PW&E WWO	Turkey Creek WWTP	1147 Enclave Parkway	1	20	Call	Call
PW&E WWO	West District WWTP	255 Isolde	1	20	Call	Call
PW&E WWO	Intercontinental Airport/Scum	2450 Rankin Rd.	2	20 w/casters	1	Week
PW&E WWO	Various Locations	Various	2	20	Call	Call
PW&E WWO	FWSD #23 WWTP	8219 Kellett	1	20	Call	Call
PW&E WWO	WWF Northside	100 Japhet	1	20	Call	Call
PW&E WWO	WCID #76 WWTP	13555 River Trail Drive	1	20	Call	Call
PWE WWO	Westway WWTP	10273 Genard	1	20	Call	Call

PW&E S&D	Bridge Division	2701 Dalton	1	20	1	Week
PW&E WWO	Maintenance WW Operations	7440 Cullen	1	30	Call	Call
PW&E DWO	EWPP (Surface Water Treatment Plant)	2300 Federal Road	1	30	Call	Call
PW&E MMB	Materials Management	13211 West Houston Center Blvd.	1	30	Call	Call
PW&E DWO	System Maintenance	7101 Renwick	1	40	6/yr.	Call
PW&E T&T	Traffic & Transportation	2300 Patterson	3	40	9/yr.	Call
PW&E DWO	Ground Water	7000 Ardmore	1	40	6/yr.	Call

LEGENDS FOR PUBLIC WORKS & ENGINEERING DEPARTMENT:

WWO: Waste Water Operations
DWO: Drinking Water Operations
MMB: Materials Management Branch
S&D: Streets & Drainage
UCS: Utility Customer Service
T&T: Traffic & Transportation
IT: Information Technology

**DEPARTMENT OF PARKS AND RECREATION
GREENSPACE DIVISION- OPERATIONS (BILLING DIVISIONS # 1**

Site Name	Service Address	Zip	QTY	Size/Yard	Collection Frequency
Alief Comm. Ctr	11903 Bellaire	77072	1	6yd	2x week
Beverly Park	9800 Kingspoint	77075	1	6yd	2x week
Burnett Bayland Comm. Ctr	6200 Chimney Rock	77081	1	10yd	2x week
Carverdale Park	9800 Tanner	77041	1	6yd	2x week
Charlton Comm. Ctr	8200 Park Place Blvd	77017	1	6yd	2x week
Clark Comm. Ctr	9718 Clark	77076	1	6yd	2x week
Denver Harbor (Perez Parking)	6402 Market	77020	1	6yd	2x week
DeZavalla Comm. Ctr	907 76 th St.	77012	1	6yd	2x week
Eastwood	5020 Harrisburg	77011	1	6yd	2x week
Emancipation Comm. Ctr	3018 Dowling	77004	1	10yd	2x week
Fonde	110 Sabine	77007	1	8yd	1x week
Hackberry Park	7777 S. Dairy Ashford St.	77072	1	6yd	2x week
Hartman	9311F Ave P	77012	1	8yd	2x week
Hermann Park Japanese Center	6000 Fannin	77030	1	6yd	2x week
Hermann Park Garden Center	5900 Golf Course Dr.	77030	1	6yd	2x week
Herman Park Centennial Garden	1500 Herman Dr.	77030	1	8yd	2x week
Hermann Park Zoo Parking Lot	6000 Golf Course Dr.	77030	1	6yd	2x week
Highland Comm.	3318 Desoto	77091	1	6yd	2x week
Hobart Taylor Park	8100 Kenton St.	77028	1	6yd	2x week
Ingrando Park	7302 Keller	77012	1	6yd	2x week

Judson Robinson Sr Rec Ctr	1422 Ledwicke	77029	1	6yd	2x week
Judson Robinson, Jr	2020 Herman Drive	77004	1	6yd	2x week
Kieth Weiss Park	12300 Aldine Westfield	77093	1	8yd	2x week
Kingwood Comm. Ctr	4102 Rustic Woods Dr.	77339	1	8yd	2x week
Kingwood Maint Facility	100 Waterwell	77339	1	8yd	2x week
Law Park	6100 Vasser	77033	1	6yd	2x week
Linkwood Park	3699 Norris	77025	1	6yd	2x week
MacGregor Ctr	5225 Calhoun	77021	2	8yd	2x week
Marian Comm. Ctr	11101 South Gessner	77071	2	6yd	2x week
Mason	541 S 75 th	77011	2	6yd	2x week
Melrose Comm. Ctr	1001 Canino Rd.	77076	2	6yd	2x week
Milby Maintenance Barn	2001 Central	77017	1	8yd	2x week
Milby Recreation Ctr	2001 Central Ave	77017	1	6yd	1x week
Moody Community Ctr	3725 Fulton	77009	2	6yd	2x week
North Line Park	6902 Nordling Rd.	77076	1	6yd	2x week
Platou Park	11655 Chimney Rock	77035	1	6yd	2x week
Sagemont Comm. Ctr	11507 Hughes	77089	1	6yd	2x week
Sam Houston Park (Behind Kellum House)	1000 Bagby	77002	1	6yd	2x week
Settegast Park	3000 Garrow	77003	1	6yd	3x week
Shady Lane Park	10220 Shady Lane	77093	1	6yd	2x week
Sharpstown Comm. Ctr	6600 Harbortown	77036	2	6yd	2x week
Sims Bayou Maint	10400 MLK Blvd	77033	1	10yd	3x week
Stude Park	1030 Stude	77007	1	8yd	2x week

Sunnyside Comm. Ctr	3502 Bellfort	77051	1	6yd	2x week
Tidwell Comm. Ctr	9720 Spaulding	77016	1	6yd	2x week
Townwood Comm. Ctr	3403 Rimsbrook	77045	1	6yd	2x week
Tuffly Park	3200 Russell	77026	1	6yd	2x week
Wheeler Maintenance	6200 Wheeler	77023	1	8yd	2x week
Wilson Memorial	100 Gilpin	77034	2	8yd	2x week
Windsor Village Comm. Ctr	14441 Croquet Ln.	77085	1	6yd	2x week
40 YARD DUMPSTERS					
Cullen Maint Facility	18203 Groschke	77084	1	40yd	12x Year
Facility Maintenance	6200 Wheeler	77023	1	40yd	12x Year
Sowden Maintenance	12025 Sowden Rd.	77055	1	40yd	12x Year
GOLF COURSE AND TENNIS –OPERATIONS (BILLING) DIVISIONS #2					
MacGregor Tennis Ctr. (Hommer Ford Tennis)	5225 Calhoun	77074	1	6yd	1x week
Memorial Tennis Ctr	1500 E. Memorial Loop Dr.	77007	1	6yd	2x week
Southwest Tennis Ctr - Lee LeClair Tennis Ctr.	9506 South Gessner	77021	1	6yd	2x week
Brock Golf Course	8201 John Ralston Rd.	77078	1	8yd	2x week
Memorial Park Running Center	7575 N. Picnic Ln	77007	1	8yd	2x week
Glenbrook Golf Course	8205 N. Bayou Dr.	77017	1	6yd	2x week
Memorial Golf Course Maintenance	6001 Memorial Loop	77007	1	6yd	2x week
Memorial Golf Course Pro Shop	1001 E. Memorial loop	77007	1	8yd	2x week
Sharpstown Golf Course Maintenance	6600 Osage	77036	1	6yd	2x week

Sharpstown Golf Course Pro Shop	6600 Harbor Town Dr.	77036	1	6yd	2x week
LAKE HOUSTON PARK – OPERATIONS (BILLING DIVISIONS #3)					
Lake Houston Park	22031 Baptist Encampment Rd, New Caney, TX (various locations within the Park)	77357	4	8yd	2x week
SUMMER FOOD PROGRAM – JUNE THRU AUGUST (BILLING DIVISIONS #4 SITES SUBJECT TO VARY EACH YEAR)					
Site Name	Service Address	Zips	# of Units	Size	Collection Frequency
Alief Comm Ctr	11903 Bellaire Blvd	77072	1	8yd	3x week
Beverly Hills Comm Ctr	9800 Kingspoint	77075	1	8yd	3x week
Burnett Bayland Comm Ctr	6000 Chimney Rock	77081	1	8yd	3x week
Charlton Comm Ctr	8200 Park Place	77012	1	8yd	3x week
Clinton Comm Ctr.	200 Mississippi	77029	1	8yd	3x week
Cloverland/Swindel Park	11800 Scott. St.	77047	1	8yd	3x week
Crestmont Park	5200 Selinsky	77048	1	8yd	3x week
Denver Harbor/Perez Comm. Ctr.	6402 Market	77020	1	8yd	3x week
DeZavala Comm Ctr	7521 Avenue H	77012	1	8yd	3x week
Eastwood Comm Ctr	5020 Harrisburg	77011	1	8yd	3x week
Edgewood Comm Ctr	5803 Bellfort	77033	1	8yd	3x week
Emmancipation	3018 Dowling	77004	1	8yd	3x week
Freed Pak	6818 Shady Villa	77055	1	8yd	3x week
Garden Villas Comm Ctr	6720 S. Haywood	77061	1	8yd	3x week
Hartman Comm Ctr	9311 East Avenue P	77012	1	8yd	3x week
Hobart Taylor Comm Ctr	8100 Kenton	77028	1	8yd	3x week
Judson Robinson Jr.	2020 Herman Dr	77004	1	8yd	3x week
Linkwood Comm Ctr	3699 Norris	77025	1	8yd	3x week
Love Comm Ctr	1000 West 12th	77008	1	8yd	3x week
Marian Comm Ctr	11101 South Gessner	77071	1	8yd	3x week
Mason Comm Ctr	541 S. 75th St	77023	1	8yd	3x week
Meadow Creek Comm Ctr	5333 Berry Creek	77017	1	8yd	3x week
Moody Park	3725 Fulton St.	77009	1	8yd	3x week
Platou Comm Ctr.	11655 Chimney Rock	77053	1	8yd	3x week
Settegast Comm Ctr	3000 Garrow	77003	1	8yd	3x week
Sharpstown Comm Ctr	6600 Harbortown	77036	1	8yd	3x week
Sunnyside Comm Ctr	3502 Bellfort	77051	1	8yd	3x week

Swiney Comm. Ctr.	2812 Cline	77020	1	8yd	3x week
Tidwell Comm. Ctr	9720 Spaulding St.	77016	1	8yd	3x week
Townwood Comm Ctr	3403 Simsbrook	77045	1	8yd	3x week
Windsor Village Comm Ctr	14441 Croquet	77085	1	8yd	3x week
Woodland Comm Ctr	212 Parkview 77009		1	8yd	3x week

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **NON HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Chief Procurement Officer for
The Directors of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- * A. DEFINITIONS
- * B. SCOPE OF SERVICES
- * C. MWBE SUBCONTRACT TERMS
- * D. DRUG POLICY COMPLIANCE AGREEMENT
- * E. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * F. DRUG POLICY COMPLIANCE DECLARATION
- * G. FEES AND COSTS
- * H. CITY’S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A."

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

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

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

John J. Gillespie, Chief Procurement Officer

City Controller

DATE COUNTERSIGNED:

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

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 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."

2.0 RELEASE

- 2.1 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.

3.0 INDEMNIFICATION

- 3.1 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, ATTORNEY'S 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:
- 3.1.1 CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND CONTRACTOR ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND CONTRACTOR ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

4.0 INDEMNIFICATION PROCEDURES

4.1 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 10 days. The notice must include the following:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due, and

4.1.3 the anticipated amount of the indemnified loss.

4.2 This notice does not stop 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 10-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.

4.3 Defense of Claims

4.3.1 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. CONTRACTOR shall then control the defense and any negotiations to settle the claim. 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.

4.3.2 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.

5.0 INSURANCE

5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall 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 edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:

5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate

5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy
Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

5.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

6.0 WARRANTIES

6.1 Contractor represents and 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.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 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,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers 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

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

7.0 LICENSES AND PERMITS

- 7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 M/WBE COMPLIANCE

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 **11%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

- 9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 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 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

10.2.1 a copy of its drug-free workplace policy,

10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions, and

10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

- 10.3 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 "G." 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.

- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.

- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and

Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 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 except in strict compliance with the Environmental Regulations. "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.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

- 13.1 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.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as

any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 **PAYMENT TERMS**

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 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 (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

1.4 If the City fails to make a payment according to the early payment schedule above, but does make the payment, neither a penalty nor a discount shall apply. 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.

2.0 **TAXES**

2.1 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.

3.0 **METHOD OF PAYMENT**

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days upon receipt of an approved invoice.

4.0 **METHOD OF PAYMENT - DISPUTED PAYMENTS**

4.1 If the City disputes any items 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 the 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.

5.0 **LIMIT OF APPROPRIATION:**

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by

the provisions of this Section.

- 5.2 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 (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing 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 responsible 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."

- 5.4 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.

6.0 CHANGES

- 6.1 At any time during the Agreement Term, the City Chief Procurement Officer or Director 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.
- 6.2 The City Chief Procurement Officer or Director 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 City Chief Procurement Officer or Director]

- 6.3 The City Chief Procurement Officer or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Chief Procurement Officer or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 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.
 - 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 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 City Chief Procurement Officer's or Director's decision regarding a time extension is final.
- 6.5 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.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Chief Procurement Officer.

3.0 RENEWALS

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms

on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Chief Procurement Officer shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

- 4.1 If Department requests an extension of time to complete its performance, then the City Chief Procurement Officer may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 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).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Chief Procurement Officer or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 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 Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 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.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Chief Procurement Officer or Director may either terminate this Agreement or allow Contractor 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, which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 A receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Chief Procurement Officer or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Chief Procurement Officer or Director, at his or her sole option, may extend the termination date to a later date. If the City Chief Procurement Officer or Director allows Contractor to cure the default and Contractor does so to the City Chief Procurement Officer's

or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Chief Procurement Officer or Director may terminate this Agreement on the termination date, at no further obligation of the City.

- 6.3 To effect final termination, the City Chief Procurement Officer or Director must notify Contractor in writing. 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.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 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.
- 7.2 The date must be at least 30 days after the Director receives 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.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The 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.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

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

2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Chief Procurement Officer or Director may terminate this Agreement by giving 30 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 AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

- 3.1 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.

4.0 ENTIRE AGREEMENT

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

- 5.1 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 duly 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.

6.0 APPLICABLE LAWS

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- 6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

- 7.1 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, Airborne 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 Section I 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.

8.0 NON-WAIVER

- 8.1 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.

8.2 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.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) 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 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 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.

11.0 AMBIGUITIES

11.1 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.

12.0 SURVIVAL

12.1 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.

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

14.1 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.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Chief Procurement Officer's or 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(c) of the Texas Business

& Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City 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.

- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Chief Procurement Officer's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

- 16.1 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 which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

- 17.1 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, 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 therefore.

EXHIBIT A
[DEFINITIONS]

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Chief Procurement Officer" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Chief Procurement Officer acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Chief Procurement Officer to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this Agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Chief Procurement Officer for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Chief Procurement Officer to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

**EXHIBIT B
SCOPE OF SERVICES**

(To be inserted by the City at the time of contract execution)

EXHIBIT C
[M/WBE SUBCONTRACT TERMS]

(To be inserted by the City at the time of contract execution)

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

(To be inserted by the City at the time of contract execution)

EXHIBIT D
[CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT]

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I 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 this City Contract. Contractor agrees and covenants that it shall immediately notify the City's
Director of Personnel if any safety impact positions are established to provide services in performing this
City Contract.

Date

Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer
than fifteen (15) employees during any 20-week period during a calendar year and also 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 this City Contract. Safety impact position means a Contractor's employment
position involving job 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.

Date

Contractor Name

Signature

Title

EXHIBIT E
[DRUG POLICY COMPLIANCE DECLARATION]

(To be inserted by the City at the time of contract execution)

EXHIBIT F
[FEES AND COSTS]

(To be inserted by the City at the time of contract execution)

EXHIBIT G
[PAY OR PLAY]

(To be inserted by the City at the time of contract execution)