

THE STATE OF TEXAS

BID # S33-T23263

COUNTY OF HARRIS

ORDINANCE # 2009-1353
CONTRACT # 4600010133

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR ELEVATORS, ESCALATORS, WHEELCHAIR LIFTS AND MOVING SIDEWALK SYSTEMS MAINTENANCE SERVICE ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and MID-AMERICAN / ERS JOINT VENTURE ("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 Purchasing Agent for Director
of Houston Airport System
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Mid-American / ERS Joint Venture
4250 N. Sam Houston Pkwy. E, Suite 130
Houston, TX 77032
Phone: 281-987-8252
Fax: 281-987-7330

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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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.

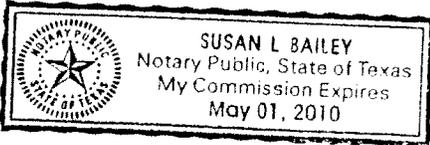
ATTEST/SEAL (if a corporation):

MID-AMERICAN/ERS JOINT VENTURE

WITNESS (if not a corporation):

By: Susan L. Bailey
Name: Susan L. Bailey
Title: Admin. Asst.

By: Sandra B. Stafford
Name: SANDRA B. STAFFORD
Title: PARTNER
Federal Tax ID Number: 74-3135840



ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

[Signature]
City Secretary

[Signature]
Mayor [Signature]

APPROVED:

COUNTERSIGNED BY:

[Signature]
City Purchasing Agent
[Signature]
Director, Houston Airport System

[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:

12-30-09

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.

December 11, 2009
Date

[Signature]
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 labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B", "B1", and "B2".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER 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.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER 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:

- 2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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 Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier 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. Prime Contractor/Supplier 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 Prime Contractor/Supplier 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.

4.0 INSURANCE:

4.1 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's in the following amounts:

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

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

4.1.3 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.

4.1.4 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)

4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give 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:

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

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

5.0 WARRANTIES:

5.1 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.

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

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

5.2.2 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,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's 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

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

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") 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 **10%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 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.

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

9.2.1 a copy of its drug-free workplace policy,

9.2.2 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,

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

- 9.3 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.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.
- 10.2 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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 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.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

- 12.3 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 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. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices 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 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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 of 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 **\$2,373,919.90** 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent 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 Purchasing Agent'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 five (5) years after the 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 Purchasing Agent or Director.

3.0 RESERVED:

4.0 TIME EXTENSIONS:

- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent'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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 3 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 Purchasing Agent'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 Purchasing Agent'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.

18.0 PERFORMANCE BOND

18.1 Contractor shall furnish and maintain throughout the contract term a performance bond in the amount of 100% of the annual applicable contract year. Contractor shall renew this bond for each renewal year of this agreement in an amount equal to the contract amount for the applicable renewal term. The bond shall be conditioned upon Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and be in the form set out in Exhibit "J."

18.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this contractor (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond.

EXHIBIT "A" DEFINITIONS

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

"Acceptable" means that services, equipment and performance meet or exceed the requirements of this Agreement.

"Acceptance" shall be determined by the Director and will be established when the Director determines that the unit or work specified under the Agreement is complete and acceptable.

"Acceptable Equivalent" means any equipment, part or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies and approved, negotiated or specified use made a part hereof.

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

"Airports(s)" means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

"ANSI/ASME A17.1" means the American Society of Mechanical Engineers Safety Code for Elevators and Escalators.

"ANSI/ASME A17.2" means the American Society of Mechanical Engineers Safety Code Inspectors Manual for Elevators and Escalators.

"Basic Services" means those services described in Section B – Performance Work Statement.

"City" means the City of Houston, Texas and includes its successors and assigns.

"Company or Contractor" means the entity of whom the City awards this Contract.

"Contract or Agreement" means the Agreement and all amendments or change orders thereto made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement.

"Director" means the Director of the Houston Airport System, or his designee. The Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement those functions are assigned to the Assistant Director of Aviation, Technical Services Division. The Assistant Director of Aviation, Technical Service Division may delegate certain functions to other HAS employees, with the approval of the Director.

"EFD" means Ellington Airport.

"Elevator" means and installation defined as an "elevator" in ASME A17.1.

"Emergency Service Request" means a request from the Director to Contractor to perform remedial maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times set forth in Section B (Scope of Work).

“Force Majeure” means events beyond the reasonable control of a party to this Contract, which is limited to act of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).

“Escalator” means an installation defined as an “escalator” in ASME A17.1.

“Equipment” means an assembly of components for a defined function.

1. Existing Equipment in context of the Texas Administrative Code requirement means equipment installed or altered before September 1, 1993.
2. New Equipment in context of the Texas Administrative Code requirements means equipment installed or altered on or after September 1, 1993.

“First Class Condition” refers to the quality of systems, parts, equipment and related components and appurtenances including replacements (“elements”). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed. When referring to the wear and operation of the elements, first Class Condition means a standard that is within the manufacture’s published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted (tolerances) within the equipment maintenance industry.

“Furnish” means supply and deliver to Project Site, ready for uploading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

“HOU” means William P. Hobby Airport.

“Hours of Operation” defined in Section “B” and require Contractor to work continuously during the hours specified without regard to holidays, in accordance with the requirement of the Agreement.

“Houston Airport System (HAS)” means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.

“IAH” means George Bush Intercontinental Airport/Houston.

“Moving Sidewalk” means an installation defined as a “Moving Walk” in ASME A17.1.

“Maintenance Service” means both Preventive Maintenance and Remedial Maintenance.

“Manufacturer” means the original manufacturer or producer of a part or component.

“Materials” means any substance specified for use in the accomplishment of the Work.

“Notice to Proceed” means a written communication from the City Purchasing Agent or Director to Contractor instructing Contractor to begin performance.

“OEM” means the Original Equipment Manufacturer.

“Operation Status” means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are in full operation.

“Other Service Request (OSR)” is the form used to request Other Work/Services within the scope of the Agreement.

“Other Work/Services” means those services described in Section B – Scope of Work as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director’s written request.

“Preventive Maintenance (PM)” means scheduled maintenance activities recommended by the manufacturer and by industry best practice standards. They include, but are not limited to, proper inspections, installation, testing, and operation procedures, determined by regularly scheduled work, etc.

“Remedial Maintenance (RM)” means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any elevator, escalator and moving sidewalk systems breakdown where the elevator, escalator and moving sidewalk systems are unable to perform its designed function. RM includes repairs and replacement of related components, parts and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

“Repair” has the same meaning as defined in ASME A17.1 or A18.1.

“Replacement Part” means any item which by its installation becomes a part of the Elevator, Escalator, or Moving Sidewalk Systems equipment.

“Response Time” means the maximum elapsed time in which Contractor must respond to an Emergency Service Request. The maximum elapsed time is measured from Contractor’s receipt of an Emergency Service Request to Contractor’s arrival at the specified work site.

“Schedule” the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director and local airfield requirements.

“Service” means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on manufacturer’s recommended procedures.

“Standby Status” means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are not operating at fill capacity. Units are not available for public use.

“Texas Administrative Code” means the Texas Department of Licensing and Regulation (TDLR) Title 16 Texas Administrative Code, Chapter 74, effective December 1, 2003, as many be amended from time to time.

“TDLR” means the Texas Department of Licensing and Regulation.

“Work” means all services to be provided by the Contractor as defined by the specifications herein.

EXHIBIT "B"
SCOPE OF WORK

1.0 BACKGROUND

- 1.1 This Agreement is for ELEVATOR, ESCALATORS, WHEELCHAIR LIFTS AND MOVING SIDEWALK SYSTEMS MAINTENANCE SERVICES for the Houston Airport System (hereinafter referred to as "HAS"). These services serve a vital role in the efficient operation of the Houston Airport System.
- 1.2 The Houston Airport System (HAS) operates the City of Houston's three (3) Airports:
- George Bush Intercontinental Airport/Houston (IAH)
 - William P. Hobby Airport (HOU)
 - Ellington Airport (EFD)
- 1.3 The Contract Agreement for Elevator, Escalators, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Services will be for a five year term. Services include on-site staff to perform Work at IAH and HOU during shifts as directed by HAS.
- 1.4 Management of the Airports includes coordination with FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to Airport patrons.

2.0 PERFORMANCE WORK STATEMENT

2.1 GENERAL

- 2.1.1 The Contractor shall provide Elevator, Escalator, Wheel Chair Lifts and Moving Sidewalk Systems Maintenance Services for the Houston Airport System (HAS).
- 2.1.2 The Contractor shall provide all labor, management, supervision, labor, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, transportation, and training necessary to provide elevator, escalator, wheelchair lift and moving sidewalk systems maintenance services.
- 2.1.3 All services shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the said services. These standards will be achieved by continuous improvement through open communications with HAS, regular management reviews and industry guidelines.
- 2.1.4 The Contractor shall respond immediately (15 minutes or less at IAH and HOU) to a request from the Director or designee for emergency services and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with the elevator, escalator and/or moving sidewalk systems. The Contractor shall give first priority to HAS request for emergency service.
- 2.1.5 The Contractor shall provide designated on-site staff to perform services at IAH and HOU during shifts as directed by HAS.
- 2.1.6 The work provided by the Contractor under this Agreement shall include basic services and other work services.

3.0 APPLICABLE SPECIFICATIONS

- 3.1 Codes and Regulations, latest revisions of the following:
 - 3.1.1 ASME A17.1 – 2007/CSA B44-07 Includes requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters with Automatic Transfer Devices.
 - 3.1.2 ASME A17.1-2000 “Safety Code for Elevators and Escalators” and ASME A17.1a-2002 and A17.1b-2003 addenda.
 - 3.1.3 ASME A17.2-2001 The Guide for Inspection of Elevators, Escalators, and Moving Sidewalks.
 - 3.1.4 ASME 17.3-2002 “Safety Code for Existing Elevators and Escalators.
 - 3.1.5 ASME A18.1 – The ASME 18.1-1999 “Safety Standards for Platform Lifts and Stairway Chairlifts” and the A18.1-2001 addenda.
 - 3.1.6 Code of Federal Regulations 28 CFR Part 36, Appendix A “Standards for Accessible Design,” Paragraph 4.10 Elevators, Paragraph 4.11 Platform Lifts (wheelchair lifts).
 - 3.1.7 National Electric Code.
 - 3.1.8 City of Houston Building Code.
- 3.2 The Contractor shall comply with all requirements of the Texas Department of Licensing and Regulations (TDLR).
- 3.3 The Contractor shall maintain the equipment to deliver optimum levels of passenger safety, capacity, acceleration/deceleration travel speed, ride quality, quiet operation, and visual appearance that the equipment was designed to provide.

4.0 BASIC SERVICES

- 4.1 At the beginning of the Agreement, the Contractor shall provide on-site staffing as follows:
 - 4.1.1 At IAH, the Contractor shall provide on-site staffing to perform service 24 hours-per-day, 7 days per week, and 365 days per.
 - 4.1.2 At HOU, the Contractor shall provide on-site staffing to provide service from 5:00 a.m. to 12:00 a.m., with on-call services, 7 days per week, and 365 days per year.
- 4.2 Should HAS elect to reduce on-site staffing during the term of the Agreement, fees for Basic Services will be reduced in proportion to the number of on-site staffing hours required.

4.3 HAS currently operates the following:

Location	Description	Qty
IAH	Elevator	87
IAH	Escalator	54
IAH	Moving Sidewalks	11
IAH	Wheelchair Lifts	2
HOU	Elevators	13
HOU	Escalators	4
HOU	Moving Sidewalks	2

4.4 ***HAS anticipates that during the term of the agreement, the following may be added.***

- 8 Elevators
- 5 Machine Room-Less Elevator
- 8 Escalators
- 3 Moving Sidewalks

4.5 The equipment operates in a normal airport environment, which encompasses heavy and fast-paced pedestrian traffic; 24 hour operations; peak load periods; and rapid movement of heavy luggage/baggage carts and other items wheeled by pedestrian traffic.

4.6 The Contractor services shall include, but are not limited to, all management, supervision, labor, parts/materials/consumables, equipment, diagnostics, lubricants, tools, instruments, reports, transportation, insurance, sub-contracts, bonds, incidentals, and other related services. In addition, other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances as required to maintain safety, maximum operational efficiency, and to ensure elevators, escalators, moving sidewalk systems, and wheelchair lifts are maintained in First Class Condition.

4.7 Some units may be on standby status, meaning the units are not used daily by customers; therefore units have reduced operations. On standby mode the Contractor receives less trouble calls and replacement parts are minimal. The Contractor will be required to operate the units occasionally to ensure operation and shall be required to perform preventive maintenance in accordance with approved OEM procedures. Contractor shall price units in two phases, on standby mode and full operation mode.

4.8 The Contractor shall provide complete Preventive Maintenance (PM) and Remedial Maintenance (RM) in accordance with approved OEM maintenance procedures, codes, and acceptable maintenance practices.

4.9 Maintenance shall include regular inspections, tests, scheduled service routines, detection and correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems, establishment of work control systems, records, and reports as required to accomplish the service.

4.10 All parts and components used to maintain the equipment shall conform to Operations and Maintenance Manuals of the Agreement.

4.11 Repair parts and components shall conform to OEM specifications.

4.12 Basic Services, include preventive and remedial equipment maintenance, and the performance of certain administrative tasks including preparation of reports, attending meetings, and completing certain housekeeping duties.

- 4.13 The equipment covered under Basic Services includes all elevator, escalator, moving sidewalk, and wheelchair lift-related components, equipment, and trim, including, but not limited to, mechanical, electrical, hydraulic, pneumatic, and electronic components, appurtenances, and systems as described herein and in related manuals, drawings, documents and bulletins.
- 4.14 Basic Services shall include the replacement of failed or defective equipment and components with the exception of failures resulting from force Majeure and those items covered by other work/services.
- 4.15 The Contractor will not be responsible for maintaining or repairing the following items as part of Basic Services unless malfunction is directly related to lack of maintenance or other action/inaction of the Contractor:
 - 4.15.1 Maintaining alignment of elevator guide rails.
 - 4.15.2 Repairing underground piping or hydraulic elevator underground jack outer casing damaged by electrolysis.
 - 4.15.3 Maintaining smoke and fire sensors or maintaining apparatus installed by others not directly related to elevator operation.
 - 4.15.4 Vandalism or Force Majeure of interior elevator car or hoist-way door panels.
 - 4.15.5 Force Majeure or bending of Elevator door sills or flooring.
- 4.16 The Contractor may be requested to maintain or repair any of the above items by means of an approved other service request.
- 4.17 The Contractor shall maintain all related electrical, electronic and mechanical systems including motor controls, secondary breakers serving the motor controls, and up to but excluding main disconnects in primary switchboards. In addition, the Contractor shall maintain all motion control and diagnostic system components including software.
- 4.18 The Contractor shall maintain emergency communications equipment in the elevators, including but not limited to, telephone instruments and telephone lines.
- 4.19 The Contractor shall maintain emergency systems, including emergency lighting backup equipment.
- 4.20 Basic Services shall include a Warranty Administration Program for parts and equipment. Contractor will receive the benefit of the warranty when repair is subject to reimbursement from OEM.
- 4.21 Contractor's response time shall be 15 minutes or less at IAH and HOU to any emergency situation, defect or malfunction that impacts the general public, renders the system incapable of performing at its acceptable normal operating level, or to circumstances that affect passenger safety (including entrapment)s.
- 4.22 The Contractor's response time to non-emergency situations shall be 30 minutes at IAH and HOU.
- 4.23 The Contractor's after regular hour response time (between 12:00 midnight and 5:00 a.m.) shall be 60 minutes at HOU.

- 4.24 The Contractor acknowledges that new equipment or system components shall be installed to meet the changing needs of the City. New equipment or components installed as an integral part of existing systems without increasing overall systems requirements and which meet existing capacities, become the property of the City upon installation and acceptance. Accordingly, the Contractor shall be responsible for providing all maintenance services to equipment or system components that become an integral part of the existing systems.
- 4.25 No equipment shall be removed from service for maintenance or repair without prior approval from HAS. When any equipment is out of service, "OUT OF SERVICE" signs shall be placed at all floors or landings served by the elevator, or at both ends of the escalator. The Contractor shall supply and place all necessary OSHA approved barricades, signs and safety devices to protect the public from or entering work area.
- 4.26 The Contractor shall not make any modifications to existing equipment or components without the Director's authorization.
- 4.27 Contractor shall be responsible for modifications of equipment due to obsolete parts or manufacturers recommendations. Modifications are subject to HAS approval.
- 4.28 The Contractor shall be responsible for all regulatory signage as well as identification or designator informational signage of units. Signage is subject to HAS approval.
- 4.29 The Contractor shall be responsible for all associated elevator pit equipment which includes sump pumps and related support equipment such as Ground Fault Interrupts (GFI) related electrical equipment, electrical switches, hoses, valves, pipes and hoist way lighting. Contractor shall clean up, remove, and dispose of all related waste.
- 4.30 The Contractor shall be responsible for painting all machine rooms, equipment, and pits as needed.

5.0 PREVENTIVE MAINTENANCE (PM)

- 5.1 As a part of Basic Services, the Contractor shall perform PM on elevator, escalator, wheelchair lift and moving sidewalk equipment to prevent the occurrence of system failures. PM includes inspections and tests; scheduled service routines; replacement of parts that are worn, damaged, or destroyed due to normal wear and tear or from lack of maintenance; and cleaning and adjusting system components as necessary to maintain maximum operational efficiency.
 - 5.1.1 PM shall be scheduled and performed between the hours of 12:00 midnight and 6:00 a.m. at IAH.
 - 5.1.2 PM shall be coordinated and scheduled with Facilities Administration at HOU.
 - 5.1.3 The Contractor shall keep all parts and components inside all elevators, escalators, and moving sidewalk systems machinery clean and shall maintain work and equipment areas in a clean, neat and organized manner.
 - 5.1.4 The Contractor shall provide RM and PM immediately after its Phase-In, on the date specified in the Notice to Proceed. Proposed procedures must be submitted to the Director or designee for approval within 30 days after the contract effective date. Within 30 days of receipt of the Notice to Proceed, the Contractor shall:
 - 5.1.3.1 Analyze existing PM program.
 - 5.1.3.2 Review OEM requirements.

- 5.1.3.3 Evaluate status of PM work over the previous year.
 - 5.1.3.4 Develop and submit routine PM schedules in accordance with OEM recommendations, pertinent installation documentation, existing operation and Maintenance Manuals, State of Texas, and applicable ASTM and OSHA requirements.
- 5.2 PM schedules must be in accordance with OEM instructions contained in applicable manufacturers' manuals for individual items of equipment, including the latest OEM technical/user manuals, service bulletins, service advisories, product/service information updates, and all other such OEM published information pertaining to the maintenance and operation of elevators, escalators, moving sidewalk systems, and wheelchair lifts.
- 5.3 The Contractor shall deliver written weekly schedules of planned PMs to HAS one week in advance of schedule.
- 5.4 The PM schedules shall include a checklist with the following information:
- 5.4.1 Name of building.
 - 5.4.2 Elevator/Escalator/Moving Sidewalk/Wheelchair Lift type.
 - 5.4.3 Elevator/Escalator/Moving Sidewalk/Wheelchair Lift Number.
 - 5.4.4 Serial number.
 - 5.4.5 Maintenance items and frequency.
 - 5.4.6 Date service performed.
 - 5.4.7 Initials of qualified mechanic.
 - 5.4.8 Certification by vendor that maintenance was performed.

6.0 REMEDIAL (UNSCHEDULED) MAINTENANCE (RM)

- 6.1 As a part of Basic Services, the Contractor shall perform RM on elevator, escalator, and moving sidewalk equipment to repair or replace equipment when the equipment fails, malfunctions, or performs at a substandard level. The Contractor shall respond immediately to any defect or malfunction which impacts the public, renders the system incapable of performing at its normal, acceptable operating level, or to circumstances which impact passenger safety. In such cases, the Contractor shall work continuously without regard for usual business hours, until the malfunctions are corrected.
- 6.2 The Contractor shall notify the Director immediately of all critical equipment malfunctions, action to be taken and the expected downtime. The Contractor shall notify the Director again when repairs are completed and the system returned to operational status.
- 6.3 The Contractor shall replace any equipment, component, and appurtenance that fails and cannot be repaired as required for the resumption of normal first-class service except as noted in Section 4.14. In the instance of Force Majeure (as defined in the Agreement), or vandalism, the replacement service will be provided at a cost not to exceed the rate proposed in the Other Work/Services category.
- 6.4 The Contractor shall provide "after hours" (12:00 midnight to 5:00 a.m.) service at HOU to respond to requests for emergency service. Airport Operations or Facilities Administration at HOU will gather as much information as possible concerning the emergency and contact the Contractor's after hour's service number. The Contractor shall respond to an emergency service request within fifteen (15) minutes. The Contractor shall begin remedial maintenance within sixty (60) minutes after notification. In case of Force Majeure, the Contractor shall use best efforts to respond and begin maintenance as soon as practical under the circumstances.

- 6.5 The Contractor shall ensure its telephone numbers are monitored and answered at all times, especially when not on-site at HOU. Failure to answer a call will not relieve the Contractor of responsibility.

7.0 MAINTENANCE INSPECTIONS AND TEST

- 7.1 Inspections and tests that are not required by code or regulations are considered to be maintenance inspection and tests, and shall be provided as part of Basic Services
- 7.2 Any inspection or test that makes a unit inoperable between 6:00 a.m. through 12:00 a.m. will require the approval of HAS.
- 7.3 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report for HAS.
- 7.4 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by HAS.
- 7.5 HAS will determine responsibility for any deficiencies identified through an inspection or test.
- 7.6 Inspections, tests, and operating permits that are required by code or regulation will be performed as Other Work/Service as described within the Agreement (Section 14.0).

8.0 ANNUAL SHUTDOWN

- 8.1 During the period between the first week of January and June 30 of each year, the Contractor shall schedule an annual shutdown of each elevator, escalator, wheelchair lift and moving sidewalks. THIS TIME LINE INCREASE AS UNITS ARE ADDED TO THE FLEET. Units will be shutdown, one at a time, for preventative maintenance, repair or replacement of equipment that cannot be serviced while the system is in operation. The Contractor shall provide all parts, labor, and planning necessary to ensure efficient completion of the annual shutdown process. For annual shutdowns, the Contractor shall plan staffing appropriate to perform routine PM and RM along with the shutdown service routines. Once a unit is taken out of service for the annual shutdown, the Contractor shall work around-the-clock until work is completed.
- 8.2 The Contractor shall perform annual shutdown between Sundays at 2400 hours through Friday at 2400 hours.
- 8.3 At least eight (8) weeks before shutdown, the Contractor shall prepare and present an activity plan to HAS, detailing the following:
- 8.3.1 A procedures guideline listing routines included in the annual shutdown.
 - 8.3.2 Work orders for each work item to be accomplished.
 - 8.3.3 Planning sheets showing individual task, tools, manpower, and materials required to complete a work item.
 - 8.3.4 A maintenance priority list.
 - 8.3.5 A shutdown materials list and manpower schedule.
 - 8.3.6 A job plan with a related critical path network.
 - 8.3.7 Shutdown, work and startup schedules.
- 8.4 At least four (4) weeks prior to shutdown, the Contractor shall deliver the shutdown, work, and startup schedules to HAS for approval. A meeting will be scheduled to address work assignments. The Contractor must accomplish any preliminary work prior to shutdown in order to expedite the shutdown schedule 48-hours in advance and HAS must approve such deviation.

- 8.5 The Contractor shall upon completion of the annual shutdown, work, and startup schedule a meeting with HAS to discuss the details and/or results.
- 8.6 The Contractor shall prepare a formal "Annual Shutdown Report" and present it to HAS within 30 days after the shutdown work has been completed. In the report, the Contractor shall summarize preplanning, execution, startup, debriefing activities, resulting recommendations, and follow-up assignments.

9.0 OPERATIONS AND MAINTENANCE MANUALS

- 9.1 HAS will provide the Contractor with any operation, maintenance and equipment manuals, including related drawings and wiring diagrams currently in HAS' possession. Diagnostic and wiring manual for Machine Room-Less Elevator will also be provided.
- 9.2 The Contractor shall insert into the system maintenance manuals and documents throughout the term of the Agreement, any revisions to O&M manuals, including technical bulletins, safety bulletins, drawings, and wiring control diagrams, that reflect manufacturer's updates and changes or additions to the system.
- 9.3 The Contractor shall provide applicable code requirement data and incorporate the same into the system documents.
- 9.4 The Contractor shall be responsible for obtaining any other information/data required to perform required maintenance at no cost to HAS.
- 9.5 The Contractor may recommend changes to the O&M manuals based on the Contractor's experience. Such recommendations must be in writing. HAS will take any suggestions under advisement, review the suggestions with the Contractor, and advise any changes to be implemented.
- 9.6 All system documents, including manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition or status, existing or in preparation, are the property of HAS.

10.0 PARTS AND EQUIPMENT

- 10.1 The Contractor shall demonstrate its ability to obtain all replacement parts from Original Equipment Manufacturers (OEM), including proprietary parts.
- 10.2 Replacement parts must be new and of same manufacturer as original parts. During the term of the Agreement, certain equipment components may become obsolete and new OEM parts may not be available. In such instances, Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with written approval of HAS. In either case, parts must be equal in quality and operation to original parts and free from all defects.
- 10.3 The Contractor will not mix control and instrumentation devices from different manufacturers within a specific control system without the prior approval of HAS.
- 10.4 The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the highest levels of performance and service and shall prepare a listing of its inventory of replacement parts, based on manufacturer recommendations and past experience, for HAS' approval.
- 10.5 The Contractor shall continually restock the inventory to levels required for compliance with the Agreement.

- 10.6 The Contractor shall dispose of all worn/defective parts.
- 10.7 The Contractor shall handle, transport, and dispose of worn/defective scrap parts and waste or hazardous materials in such a manner as to ensure the highest level of safety of the environment and to public health.
- 10.8 The Contractor shall not store worn or defective parts on airport premises, shall notify HAS when these parts are to be removed from City property.
- 10.9 The Contractor shall provide a monthly report of all parts utilized including inventory balances by part number.
- 10.10 The Contractor shall submit a copy of this report to the Facilities Administration Section.
- 10.11 Space and fixtures for spare parts storage will be available to the Contractor at IAH.
- 10.12 The Contractor shall provide any additional required storage space off-site at its expense.
- 10.13 HAS shall have access to all storage areas for the purpose of inspection.
- 10.14 HAS will transfer control of items listed in Exhibit B2 to the Contractor within 10 days after Agreement Start Date.
- 10.15 The Contractor shall assume control of the inventory. Specific disposition of inventory items shall be determined by the Contractor.
- 10.16 The Contractor shall return inventory upon completion of the Agreement in first class condition

11.0 CITY-OWNED TOOLS AND DIAGNOSTIC EQUIPMENT

- 11.1 At the beginning of the Agreement, the City will furnish up to three (3) city-owned universal computer diagnostic tools for Montgomery Miphrom 21 systems. The Contractor shall maintain these tools and have them reprogrammed as necessary at no cost to HAS. At the end of the Agreement, the Contractor shall return the diagnostic tools to HAS in first-class condition. If a tool becomes damaged or broken, the Contractor shall replace it at no cost to HAS.
- 11.2 HAS will furnish proprietary diagnostic tool required for the Machine Room-Less Elevator.

12.0 EMERGENCY SERVICE

- 12.1 During scheduled on-site hours, the Contractor shall respond immediately to a request from HAS for emergency service and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with a unit. The Contractor shall respond and take unit(s) out of operation, place warning signs and "out-of-order" signs on the premises, place barricades on the premises, and release persons who may be trapped in a unit, etc. Priority must be given to requests for emergency service. At HOU, the Contractor shall also provide emergency service after regular hours as may be required within the parameters of the Agreement.

13.0 OTHER WORK/SERVICES (IAH) AND (HOU)

13.1 General

13.1.1 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement. The Contractor shall perform Other Work/Services in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. The Contractor shall perform Other Work/Services to the same standards identified for Basic Services.

13.2 Performing Other Work/Services

13.2.1 Other Work/Services shall be performed in accordance with all provisions of the Agreement and any special provisions issues with the Other Service/Request (OSR).

13.2.1.1 Before issuing an OSR, the Director will first issue a written notice to the Contactor detailing the specific OSR to be performed by the Contractor.

13.2.1.2 In response to any such written notice, the Contractor shall provide the Director with a written Agreement within three (3) business days of receipt of OSR. The Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to the Contractor.

13.2.1.3 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by the Director. Director will not approve an OSR without a specified completion date. The Contractor shall complete all such Other Work/Services within the time specified in the OSR. The Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. Director's decision is final.

13.2.1.4 In some situations HAS may supply parts to Contractor for Other Work/Services Work. HAS will bear full responsibility for the parts.

13.2.1.5 Upon receipt of the Contractor's Agreement, the Director has the option to reject the Contractor's Agreement, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Agreement and require resubmission, the Contractor shall resubmit a modified Agreement within three (3) business days of the rejection.

13.2.1.6 Upon approval by the Director of the modified Agreement, an OSR will be issued. The Contractor shall commence as stated in the OSR. The Contractor shall diligently work to the completion in accordance with the terms and conditions of the Agreement and the approved OSR.

- 13.2.1.7 The Contractor's labor cost shall not exceed the rate stated in the Pricing Agreement. The Contractor's labor cost stated in the pricing Agreement only applies to the Contractor employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.
- 13.2.1.8 Prices for equipment, parts, supplies, and sub-contracted requirements which may be required for authorized Other/Work Services shall be the Contractor's actual cost plus a maximum allowed 5% mark-up. Copies of invoices from the Contractor's suppliers for these items shall be submitted with Contractor's invoices at the time of submittal to HAS for payment. The mark-up percentages stated shall not increase during the term of this Agreement. The quantity of equipment, parts and supplies will depend on the needs of HAS.
- 13.2.1.9 Should a required service exceed \$3,000, the Contractor shall obtain three (3) itemized bids/estimates within three (3) business days from separate/different vendors/suppliers, for the required equipment, parts, supplies, and sub-contracted work/items. The Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the Work. The Contractor shall be compensated at actual cost plus a maximum allowed 5% mark-up.
- 13.2.1.10 If parts meet the City's definition of sole source (Executive Order 1-8) the Contractor will not have to submit three (3) bids with Other/Work Services quote.
- 13.2.1.11 If a required service is less than \$3,000, the Contractor shall obtain one (1) itemized bid/estimate within three (3) business days, for the required equipment, parts, supplies, and sub-contracted work/items. The Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. The Contractor shall be compensated at actual cost plus a maximum allowed 5% markup.
- 13.2.1.12 After completion of Other Work/Services, a copy of the approved OSR shall accompany the monthly invoice.
- 13.2.1.13 While performing Work on any OSR, if hidden damage or additional cost is discovered, the Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.
- 13.2.1.14 The Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 13.2.1.15 In the case of emergency services, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 13.2.1.16 If it is determined this scope of work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to the City by the Contractor. The City does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Contract.

13.2.1.17 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

13.3 Examples of OSR candidate items include, but are not limited to:

13.3.1 System Upgrades/Modifications as itemized herein at prices specified in the Price Form.

13.3.2 Provide the services of independent, licensed inspectors to perform required annual inspections for elevators, escalators, and moving sidewalks.

13.3.3 Provide labor and material to assist independent consultants, engineers, or other professionals with special studies or investigations of elevator, escalator, or moving sidewalk equipment, maintenance, or operations.

13.3.4 Provide the services of independent consultants, engineers, or other professionals to perform special studies or investigations of elevator, escalator, or moving sidewalk equipment, maintenance, or operations.

13.3.5 Provide labor and material to modify or upgrade equipment in accordance with revisions to governing regulations; recommendations by consultants, engineers, or other professionals; or Houston Airport System requirements.

13.3.6 Provide any other services related to the general scope of the Agreement not otherwise included in the Basic Services or Other Work/Services and not customarily furnished in elevator, escalator, wheelchair lift and moving sidewalk maintenance contracts.

13.3.7 Provide upgrades of elevator interior, exterior, or related components including but not limited to, buttons, switches, door detectors, ceiling light fixtures and grids, stainless steel doors and walls, bump pads, and flooring.

13.3.8 Repair or replace components damaged by vandalism, Force Majeure (as defined in the Agreement), or other third parties not under the control of the Contractor and not the deemed responsibility of the Contractor.

13.3.9 Provide equipment to clean escalator/moving side walk step tread.

13.4 System Upgrades/Modifications

13.4.1 The Director may, direct the Contractor to perform certain system Upgrades and Modifications to the Elevators, Escalators, and Moving Sidewalks. Upon receipt of an approved OSR, the Contractor shall provide such upgrades and modifications at the price indicated in the Price Form.

13.4.2 Schedule – Upon authorization to provide system upgrades or modifications, the Contractor shall submit a work schedule to Facilities Administration for approval.

13.4.3 Payments – Upgrade/modifications described herein must be invoiced by project as each is completed and accepted by the Director.

13.5 System installation and Upgrades

13.5.1 As a part of Optional Services, the Director may, direct the Contractor to perform installation and upgrade of current monitoring control software and hardware systems. These upgraded systems will be maintained per Basic Services. This includes all units listed in Exhibit B3. Contractor shall maintain and upgrade as needed. All requests for Optional Services will be in writing provided by the Director and signed by the Director or his/her designated representative.

14.0 REGULATORY INSPECTIONS, TESTS, AND OPERATING PERMITS

- 14.1 The Contractor shall ensure compliance with, on behalf of the city, all applicable State of Texas regulations, City of Houston Building and Safety codes, ASME standards and codes, and any other applicable regulatory agency requirements with jurisdiction over IAH and HOU.
- 14.2 Inspections and Tests Schedule – The Contractor shall, at its expense, identify, schedule, and ensure completion of all inspections, tests, and operating permits required for compliance. The Contractor shall obtain the necessary information required to determine when an inspection, test, or operating permit is required. The Contractor shall prepare inspections and tests schedule of all elevators and escalators in a spreadsheet format outlining all required routine and periodic inspections and tests, and the dates to be performed. This schedule shall cover a five-year period from the Start Date of the Agreement. The Contractor may obtain the dates of previous inspections and tests either from the Texas Department of Licensing and Regulation (TDLR), or from each elevator and escalator during facility site visits scheduled by HAS in conjunction with the Pre-Bid Conference. The Contractor shall submit this schedule to the Director for approval within 30 working days from the Start Date of the Agreement. The schedule shall remain property of HAS.
- 14.3 All regulatory inspections and tests must be performed by the City approved agency that will be selected by HAS. The Contractor shall obtain the name of the City approved agency from HAS at least 30 days before the inspection, test, or operating permit is due. The City-approved agency shall invoice the Contractor. The Contractor shall receive reimbursement of the Contractor's cost, without any additional markup, through the Other Work/Services provision of the Agreement. The Contractor shall provide all labor and materials required to complete the regulatory inspections, tests, and operating permits unless otherwise authorized by HAS. Any elevator damage that occurs as a result of an inspection or test is at the Contractor's expense.
- 14.4 Inspections, tests, and operating permits required by applicable State of Texas regulations, City of Houston City Building and Safety Codes, and ASME standards and codes are considered to be regulatory items. Other inspections and tests are considered to be maintenance inspections or tests that are part of the Contractor's Basic Services responsibilities as described within the Agreement (Section 4.0).
- 14.5 HAS shall retain the professional services of an independent consultant to perform annual inspection of all equipment covered by the Agreement in accordance with the latest revision of the TDLR's Elevators, Escalators, and Related Equipment, Chapter 754 – Health and Safety Code, Subchapter B – Inspection and Certification requirements. The Contractor shall be required to assist the consultant by providing access, removing panels, covers, escalator steps and any other parts requested by the consultant to perform a complete evaluation of the equipment. The labor required of the Contractor to perform the annual inspection will be provided by the Contractor at no additional cost to HAS. Any and all deficiencies noted in these annual inspections shall be corrected by the Contractor. Deficiencies found as a result of improper maintenance will be corrected at no cost to HAS.

- 14.6 Inspection and Test Procedures – Any inspection or test that requires a unit to be made inoperable anytime from 6:00 a.m. through 12:00 a.m. will require the approval of HAS.
- 14.7 The Contractor shall assist the City and the Fire Marshall in the inspection and testing of the airport fire system as needed. The Contractor shall accommodate access to elevator hoist ways for such inspections.
- 14.8 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report for HAS.
- 14.9 HAS may conduct inspections of the equipment, records, and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the result of the inspection and recommendations will be forwarded to the Contractor.
- 14.10 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by HAS.
- 14.11 HAS will determine responsibility for any deficiencies identified through an inspection or test.
- 14.12 Reporting Requirements – The Contractor shall comply with the TDLR inspection registration and reporting requirements and all other Administrative Rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 74, effective December 1, 2003, as may be amended from time to time.

15.0 QUALITY CONTROL (QC)

- 15.1 The Contractor shall implement and maintain a Quality Control Program that will assure the Director that the Elevator, Escalator, Wheelchair Lift and Moving Sidewalk System Maintenance Services is in accordance with the highest standards prevailing in the industry and the Contractor at all times adheres to the provisions of the Agreement. The Contractor's QC plan, at a minimum, must include the following:
 - 15.1.1 Inspection Plan – The inspection plan must specify areas to be inspected on a scheduled or an unscheduled basis, frequency of inspection, and titles of the Contractor's personnel who will be doing the inspections. The inspection plan must specify the type and number of inspections to be conducted, and the types of deficiencies to be identified.
 - 15.1.2 Deficiency Prevention – the Contractor shall establish a method of identifying and correcting deficiencies (and their cause) in order to improve the quality of service before the level of performance is unacceptable.
 - 15.1.3 Inspection Files – Inspection files must include documentation on all inspections conducted by the Contractor and the corrective action taken. The documentation must be made available to HAS at any time it is requested during the term of the Agreement.
 - 15.1.4 Inventory Files – During the term of the Agreement, the Contractor shall make available to HAS a file of all inventories.

15.2 HAS QUALITY ASSURANCE

- 15.2.1 HAS may use a variety of inspection methods to evaluate the Contractor's performance including performance review meetings, Facility Administration records detailing any late or defective service, customer complaints, etc.

15.2.2 HAS maintains the right to conduct inspections of the Elevator, Escalator, Wheelchair Lift and Moving Sidewalk System Maintenance Services records and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.

15.2.3 All deficiencies identified through an inspection require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten days of receipt of report unless otherwise authorized by the Director.

15.3 **QC INSPECTION SHEETS**

15.3.1 The Contractor shall develop a QC Inspection sheet in a format acceptable to the Director. The Contractor shall maintain a file of all inspections conducted by the Contractor and the corrective actions taken. This file must be made available to the Director immediately upon request.

15.4 **PM AUDIT**

15.4.1 At the request and expense of HAS, a PM Audit may be performed on an unscheduled basis by an independent and qualified third party. The areas to be covered by the PM Audit may include, but not be limited to, the following:

15.4.1.1 General maintained condition of elevators, escalators, and moving sidewalk systems.

15.4.1.2 Proficiency of Contractor's personnel.

15.4.1.3 Accuracy of Contractor's records.

15.4.1.4 Quality and thoroughness of Contractor's work.

15.4.1.5 Adequacy and condition of Contractor's shop equipment.

15.4.1.6 Adequacy of Contractor's parts inventory to perform PM.

15.4.1.7 Contractor's cleaning, maintenance, and general condition of elevators, escalators, and moving sidewalk systems.

15.5 The Contractor shall correct any deficiencies identified and covered under the terms of the Agreement within 10 business days. Within the same 10-day period, the Contractor shall provide HAS a written explanation of each deficiency and the corrective action taken. At HAS' discretion, the Contractor shall submit a revised Quality Control Program for review and approval by HAS within 30 business days. The Quality Control Program must detail how future occurrences identified in the audit will be prevented.

15.6 Performance Review Meetings – The Contractor's Project manager shall meet with HAS staff as requested to report on the status of the systems and equipment and the Other Work/Services.

16.0 **OUT OF SERVICE CREDITS**

16.1 Whenever any elevator, escalator, moving sidewalk system, wheelchair lift or related component is inoperable or malfunctioning, substantial and intangible harm may accrue to the City, its citizens, and airport patrons. HAS may invoke service credits if this substandard condition exists for longer than a two-hour period. Parts must not be swapped from unit to unit to avoid an out of service credit. The two-hour period starts when the Contractor receives notification from Facilities Administration via a trouble ticket.

- 16.2 Facilities Administration may, at its discretion, instruct the Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish preplanned, HAS approved activity.
- 16.3 The Service Credit is **\$50.00 per hour** or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by HAS.
- 16.4 Preventative maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
- 16.5 The Service Credit is not invoked in those instance where inoperable system are a result of an accident cause by others and not due to the Contractor's error, lack of maintenance, or negligence.
- 16.6 The deductions apply to elevators, escalators, moving sidewalks, wheelchair lifts and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple deductions.
- 16.7 The Director shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, the Contractor shall calculate such service credit and include the deduction on the next invoice. Continual failures by the Contractor to expedite work to correct malfunctions is cause for termination of the Agreement and use of performance bond monies to, among other things, effect required repairs.

17.0 PERSONNEL REQUIREMENTS

17.1 GENERAL

The Contractor shall provide a list of all Contractor employees to HAS. The list must state each employee's name, job title, and assigned responsibilities. The Contractor is also required to provide a list of personnel during the Phase-in period and before the contract start date.

17.2 STAFFING

The Contractor shall provide an appropriate number of supervised, trained, and skilled employees to perform the work required under the Agreement.

17.2.1 Should the Director determine that the Contractor is not meeting the requirements of the Agreement with the Contractor's on-site crew, then the Director will request Contractor to increase its on-site crew in order to meet its obligations under the Agreement, at no cost to HAS.

17.2.2 Upon written notification from the Director, the Contractor shall be given two calendar days to assess problems and one additional day to formulate a resolution of the problem. Subsequently, if the Director determines that the Contractor's responsibilities under the Agreement can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to HAS. The Contractor's personnel shall work additional hours as required to meet the Contractor's obligations under the Agreement at the Contractor's expense.

17.2.3 Personnel Qualification and Approval – Unless prior written approval is received from HAS, all the Contractor personnel shall have a minimum of five years experience in the preventive/repair maintenance of elevator, escalator, moving sidewalk systems and wheelchair lifts.

- 17.2.4 The Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under the Agreement
- 17.2.5 The Contractor shall replace any personnel assigned to provide services under the Agreement whose conduct is unsatisfactory to the Director.
- 17.2.6 The Contractor personnel shall have appropriate certification and experience to operate and maintain the various mechanical, electrical, electronic, and microprocessor elements of the elevator, escalator, moving sidewalk systems and wheelchair lifts. The Contractor personnel shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
- 17.2.7 The Contractor shall furnish adequate certification papers and documentation of the assigned personnel's qualifications for the on-site crew. The Contractor may change personnel only with equally classified and qualified personnel and with HAS' approval.
- 17.2.8 Contractor Project Manager – The Contractor shall designate in writing to the Director a Project Manager for the Agreement. Such Project Manager must be approved in writing by the Director before commencing performance herein. The Contractor shall provide a dedicated and qualified Project Manager (PM) who shall serve as the main point of contact with HAS. PM shall be approved by HAS. The PM will be required to be on-site at IAH during the hours of 7:00 a.m. through 4:00 p.m. Monday through Friday and visit HOU when requested by HAS. The PM shall be available and on-call 24 hours daily. If the PM is to be temporarily off-site, the Director must be notified in writing and an acting PM identified and approved by the Director. The PM must be fully authorized by the Contractor to act for the Contractor in all matters. Project Manager shall attend regularly scheduled ad-hoc meetings to discuss the maintenance and operation of the systems. The PM shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a form satisfactory to the Director. The PM shall issue copies of the minutes to all attendees within 3 business days following each meeting. HAS will approve the minutes prior to distribution by the Contractor.
- 17.2.9 The Project Manager shall not be a working technician/mechanic.
- 17.2.10 The PM shall not be reassigned without prior approval of the Director. Such approval will not be unreasonably withheld if the replacement project manager has equal experience, and skilled in a like position with a contract of similar size and scope as described herein.
- 17.2.11 The Contractor shall provide labor personnel, to clean all escalators and moving sidewalk surfaces at IAH and HOU. HAS shall transfer cleaning equipment identified in Exhibit B2 to Contractor's inventory for operation and maintenance. Upon completion of contract term equipment shall be returned to HAS.
- 17.2.12 Training – The Contractor shall provide, at its expense, all training for assigned personnel. The Contractor shall ensure that all personnel be continuously trained to meet the latest technology and industry standards.

18.0 COORDINATE PERFORMANCE

18.1 HAS CONTACT

The Contractor shall provide in writing and coordinate all performance issues with the Director or the Director's designee. The Contractor shall keep the Director or the Director's designee advised of all developments as it relates to the performance of the scope of work as defined in the contract.

18.2 Pre-Performance Conference

The Contractor shall attend a pre-performance conference with the Director and other representatives of HAS prior to receiving a notice to proceed. HAS will specify the time and place of such meeting in a written notice to Contractor. Representatives of the Contractor attending the pre-performance conference must include, but are not limited to, the assigned Project Manager, an officer who is authorized to bind Contractor in matters relating to the pre-performance conference items listed below. The Director may, at his/her discretion, designate other representatives of the Contractor. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- 18.2.1 Phase-in and Start-up schedules
- 18.2.2 Contract Administration
- 18.2.3 Facilities utilization
- 18.2.4 Channels of communication
- 18.2.5 Review of key personnel resumes and certifications
- 18.2.6 Organization and function charts reflecting the line of management authority
- 18.2.7 Quality Control Plan (procedures to be used to ensure the Agreement requirements are met)

18.3 Coordination Meetings

Throughout the term of the Agreement, the Contractor shall meet with HAS, on a frequency determined by the Director, to identify and resolve performance issues. The Director may verbally or in writing request the Contractor to attend a performance meeting. The Contractor's designated attendees shall attend for the duration, prepare meeting minutes and provide a typewritten copy to the Director for approval within five (5) days of any such meeting. The Director will have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy provided to Contractor.

18.4 Schedule of Performance

The Contractor shall begin performance under the Agreement on the date specified in a written Notice to Proceed signed by the Director, and shall diligently perform Work activities in strict compliance with the Agreement.

19.0 PHASE-IN/PHASE-OUT SERVICES

- 19.1 Contractor shall submit their approach and methodology for the Phase-In transition with their bid.
- 19.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City of Houston, the Contractor shall provide Phase-In services for up to thirty (30) days prior to contract expiration.

- 19.3 Contractor's Phase-In period will begin upon receipt of a "Start Phase-In notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Contract). *The "Start Phase-In Notice" is different than the official Notice to Proceed.*
- 19.4 The Contractor will not be responsible for operating or maintaining the equipment during the Phase-In period.
- 19.5 During the phase-in period, the Contractor shall have access to the facilities and areas covered by the contract, access to personnel, and allowed to observe all operations.
- 19.6 The incumbent Contractor available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 19.7 During phase-in period the Contractor shall provide all required deliverables including but not limited to:
 - 19.7.1 Review and verify equipment lists within the first five (5) days of Phase-In.
 - 19.7.2 Arrange to have supervisory, technical, and other related personnel on site at the airports to observe the operation and maintenance of the elevator, escalator and moving sidewalk systems.
 - 19.7.3 Recruit and transfer personnel, train personnel, arrange for security badges.
 - 19.7.4 Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
 - 19.7.5 Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
 - 19.7.6 Coordinate Contractor's activities with Facilities Administration.
 - 19.7.7 Final transition and training plan addressing the Contractor staffing strategies for determining the necessary staffing and supervision required for compliance with the specified services (HAS required staffing is a minimum staffing only).
 - 19.7.8 Emergency phone numbers and verification of cell phones.
 - 19.7.9 Certification of all contractor personnel requirements and training.
 - 19.7.10 Reporting and approach plans.
 - 19.7.11 Inventory of supplies, materials, tools, equipment, etc., necessary to start.
 - 19.7.12 Standard Operating Procedures (SOP).
 - 19.7.13 Permits, licenses and certifications.
 - 19.7.14 Security approval and access.
 - 19.7.15 Subcontractor and Subcontractor agreements in place.
 - 19.7.16 Provide deficiency list within thirty (30) days of the Notice to Proceed.

- 19.7.17 The Phase-In period will end at issuance of the official Notice to Proceed, at which time the Contractor shall assume full responsibility for the operation and maintenance of the elevator, escalator and moving sidewalk systems and equipment.
- 19.7.18 The Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed letter from the Director.
- 19.7.19 The Contractor shall immediately after receipt of the official Notice to Proceed, implement a computer-based Maintenance Management System (MMS).
- 19.8 Contractor's Phase-Out
- 19.8.1 Two (2) months prior to Contract expiration, the Contractor/Incumbent shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last 12 months of monthly reports, and list of equipment to the Director.
- 19.8.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, the Contractor/incumbent shall provide Phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-In Notice" from the Director and continue until successor's receipt of "official Notice to Proceed". Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor/incumbent shall be totally responsible for providing the services under this Contract during its Phase-out period. Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in this Contract.
- 19.8.3 Contractor/incumbent shall allow its successor to conduct on-site interviews with its employees.
- 19.8.4 The Contractor/incumbent shall provide all required deliverables including, but not limited to:
- 19.8.4.1 List of qualified employees working at the Airport.
 - 19.8.4.2 Reporting requirements.
 - 19.8.4.3 Inventory of supplies, materials, tools, and equipment.
 - 19.8.4.4 Current Standard Operating Procedures.
 - 19.8.4.5 Permits, licenses, and certifications.
 - 19.8.4.6 Deficiency status and list.
 - 19.8.4.7 Detailed transition plan.
- 19.8.5 Prior to the expiration of the Contract, after selection of a successor contractor, the Contractor/incumbent and the successor contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the phase-out of the Contractor/incumbent and the phase-in of the successor contractor.

- 19.9 Equipment Condition at Expiration
Prior to expiration of the Agreement, the Contractor shall repair any equipment not in first-class maintenance condition and perform scheduled PM work on all equipment up to the then current date in accordance with approved PM schedules.
- 19.10 Thirty days before expiration of this Agreement, the Contractor shall provide HAS a complete final report on the condition of all equipment. The final report must include inspection and test reports, and certified statements signed by an agent of the Contractor testifying to the first-class condition of all equipment and systems.

20.0 INCREASE OR DECREASE OF WORK – INCLUSION/EXCLUSION

20.1 Additional facilities or additional service areas within existing facilities may be added to the Agreement to meet changing needs of HAS. Additional systems or equipment within existing facilities will be incorporated into the Agreement by an Inclusion Notice. Existing service areas may also be excluded from the Agreement to meet the needs of HAS. Systems or equipment to be excluded will be excluded from the Agreement by means of an Exclusion Notice. Cost adjustments for inclusions or exclusions shall be prorated on a unit cost basis as specified in the Contract Fee Schedule.

20.2 Planned Additional Units

20.2.1 HAS anticipates that during the term of the Agreement, additional systems may be included in the scope of work of the Agreement by means of an Inclusion Notice. Any part of the elevator, escalator and moving sidewalk systems maintenance services which have been added, upgraded, or modified will be covered under the terms and provisions of the agreement and will be maintained under the scope of work of Basic Services. Fees paid for additional systems shall be at the rates set forth in the Contract Fee Schedule, or for work for which no special rates are specified, at a rate agreed to by the parties.

20.2.2 The following additions to the elevator, escalator and moving sidewalk systems maintenance services at IAH covered under the agreement are anticipated during the term of the agreement:

- 20.2.2.1 Year 2010 – Four (4) Elevators, Three (3) Escalators, and Three (3) Moving Sidewalks.
- 20.2.2.2 Year 2012 – One (1) Elevator and Two (2) Escalators.
- 20.2.2.3 Year 2013 – Three (3) Elevators and Three (3) Escalators.
- 20.2.2.4 Five (5) Machine Room-Less Elevators

21.0 ADMINISTRATIVE TASKS (Reference Exhibit “B4”)

21.1 Maintenance reports are to be submitted on disk (CD), with one hard copy delivered to the following HAS sections; Sr. Contract Administrator, Tech Services Division, and the appropriate airport Sr. Superintendent, Facilities Administration Section.

Report No.	Title	Frequency
1	Preventive Maintenance Checklist	
2	Daily Maintenance Log	Monthly
3	Status of Systems and Equipment	Monthly
4	Parts Utilization, By Unit	Monthly
5	List of Major Equipment Breakdowns and Shutdowns	Monthly
6	List of Breakdown Repair Time	Monthly
7	Deteriorating Equipment and Inefficient Conditions	Monthly
8	Fire Service and Emergency Lighting Report	Monthly
9	List of Inventory in Stock	Monthly
10	Quality Control Program	Monthly
11	Backup Power System Test Log	Monthly
12	Backup Battery Test Log	Monthly
13	Monthly Meeting Minutes	Monthly
14	Results of Inspections and Tests	Monthly
15	Annual Inspection Schedule	Semi-Annually
16	Annual Shutdown Summary Report	Annually

21.2 The Contractor shall submit monthly maintenance reports to HAS by the fifteenth (15th) day following the reported month and a annual summary report within 30 days of completion of the annual shutdown. All reports must be computer generated. Upon termination of the agreement, all report data becomes the property of HAS.

21.3 The Contractor shall provide to the appropriate Airport division detailed and itemized invoices. Each invoice shall include the date, location, and description of services provided, serial numbers of units serviced and a summarization of parts/expendables.

22.0 SPECIAL PROVISIONS

22.1 The Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

22.2 All Contractor on-site personnel, including sub-contractors that perform services under the Agreement, are required to undergo a fingerprint-base criminal history records check. Fingerprints shall be collected at the Airport Badging Office.

22.3 The Contractor shall obtain HAS security badges for all personnel performing services on-site, including subcontractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU and \$6.00 each at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. The Contractor personnel losing badges will be charged for replacement badges at the most current rate.

22.4 The Contractor shall reimburse HAS for all fines or penalties accessed as a result of non-compliance with security regulations.

22.5 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas, and Federal OSHA regulations and requirements as applicable for services performed under the Agreement, including but not limited to the following:

22.5.1 The Contractor personnel shall wear applicable personal protection equipment at all times.

- 22.5.2 The Contactor personnel operating or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 22.5.3 The Contractor shall follow and apply safety practices prevailing in their applicable industry.
- 22.6 The Contractor shall develop, implement, and maintain an on-going safety plan as it relates to equipment, maintenance, and other related procedures. Safety warnings must be posted on equipment to ensure safe operations. Equipment shall not be installed, tested, or operated in an unsafe condition.
- 22.7 The Contractor shall be responsible for the proper maintenance of all safety and fire protection equipment associated with the system. All personnel must be thoroughly familiar with the identification and operation of available fire fighting equipment.
- 22.8 The Contractor's responsibility for safety also includes general safety and system observation from an "as installed" viewpoint. The Contractor shall notify HAS of any unsafe condition immediately.
- 22.9 Hazardous Chemical Records
- 22.9.1 The Contractor shall provide a Material Safety Data Sheet (MSDS) for every hazardous chemical used in performance of the work or stored on City property as required by applicable laws.
- 22.10 HAS Contract Administration Section shall be responsible for monitoring and/or managing the final execute agreement. The Facilities Administration Section is responsible for day-to-day field compliance and will be the primary contact for the Contractor.
- 22.11 Routine maintenance decision will be made jointly by the Contractor and HAS within the specified guidelines. HAS and the Contractor shall mutually agree on long range changes regarding maintenance philosophy, schedules, and the existing preventive maintenance program.
- 22.12 HAS reserves the right to make final decisions related to systems maintenance. If HAS chooses to override the Contractor's decisions, HAS shall inform the Contractor in writing within five business days and assume full responsibility for the consequences of that decision.
- 22.13 HAS shall provide for the Contractor an office, maintenance, and storage area(s). The Contractor shall provide any additional facilities required, i.e., telephone service and furnishings.
- 22.14 The Contractor shall perform all cleaning and maintenance of such facilities. Cleaning and maintenance must include sweeping, washing, waxing, painting, dusting, etc.
- 22.15 The City of Houston shall provide all electric power and water.
- 22.16 HAS shall provide the Contractor with the existing PM program until HAS approves the Contractor's new plan.
- 22.17 HAS shall provide the Contractor with available operation, maintenance, and equipment manuals. The Contractor is responsible for obtaining data not available from HAS.
- 22.18 HAS shall be responsible for maintaining fire extinguishers.

- 22.19 The Contractor shall park at their expense all commercially owned vehicles in the areas designated by the Director. All transportation activities of the Contractor or its subcontractors necessary to perform under the Agreement must be provided by the Contractor.
- 22.20 HAS will provide the Contractor with two each Motorola Model 1500 XTS handheld 800 MHz. Trunked System radios (3600 baud) with batteries and chargers for use at IAH and HOU. These radios will be programmed to transmit and receive on Harris County trunked frequencies. Each radio has a one-time ten dollar (\$10.00) issuance and a ten-dollar (\$10.00) monthly recurring rental fee. Upon cancellation or termination of the Agreement, the Contractor shall return all radios to HAS.
- 22.21 The Contractor shall operate the radios within protocols established by HAS and the FAA. The Contractor shall return radios requiring maintenance to HAS.
- 22.22 The Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost. Upon termination of the Agreement, the radios remain the property of HAS.
- 22.23 The Contractor shall be responsible for the repair and cost of all damages to City property caused by Contractor, its agents or employees.
- 22.24 Any drawings, documents, or plans referred to in the specifications are incorporated into the agreement. Any reference in the specification to an item of work that is not shown in the drawings, documents, or plans must be done as though shown.
- 22.25 The Contractor shall not take advantage of any error or omission in these specifications. Suitable instructions will be given if and when such error or omission is discovered.

23.0 ADDITIONS AND DELETIONS

- 23.1 The City, by written notice from the Director or City Purchasing Agent to the Contractor, at any time during the term of this Agreement, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the Agreement services and charges or rates as an item already specified in the Agreement. In the event the additional equipment, locations and/or service is not identical to any item already under Agreement, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the Agreement.

24.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 25.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of alarm monitoring, maintenance and telephone response 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.

25.0 WARRANTY OF SERVICES:

26.1 Definitions:

26.1.1 "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

26.1.2 "Correction" as used in this clause, means the elimination of a defect.

26.1.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

26.1.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

26.1.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

26.0 INVOICING

26.1 The Contractor shall submit its invoices in accordance with the specifications and shall invoice for work accepted by an HAS representative.

26.2 The Contractor shall submit each invoice in duplicate form for any services performed within 30 calendar days after the completion of services. HAS will certify the correctness of each invoice and arrange for payment. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment was incorrect. In addition, it does not preclude HAS from recovering excess payments. The invoice must be identified by the agreement name and agreement number. All invoices shall be delivered or mailed to the following location;

City of Houston
Houston Airport System
Finance Division/Accounts Payable
Post Office Box 60106
Houston, Texas 77205-0106

26.3 All work shall be scheduled with HAS representatives and shall be accomplished during the hours scheduled. HAS shall have the right to request work to be performed during regular and non-regular hours.

26.4 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work.

26.5 The Contractor shall be compensated at the agreed price.

26.6 Invoices submitted for services performed as the result of Other Work/Services shall include a copy of the Director's written request.

27.0 DISPUTES

27.1 In all cases of misunderstanding and disputes, the terms of the Agreement governs.

28.0 DAMAGE TO CITY PROPERTY

28.1 The Contractor shall pay for the repair and/or replacement of property that was damaged or destroyed due to carelessness or neglect of the contractor, its agents or employees.

29.0 CONTRACTOR'S FINANCIAL OBLIGATION

29.1 The Contractor shall make timely payments to all suppliers and/or sub-contractors that furnish labor, materials and/or furnishings related to this agreement.

30.0 TEXAS DRIVER'S LICENSE

30.1 The Contractor's employees performing work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

EXHIBIT "B1" – HAS PARTS INVENTORY
(control of items will be transferred to Contractor after award)

PART NUMBER	DESCRIPTION	QTY
S/N9907A3648	(OUTSIDE OF PACK 4026683)	
CTS-88464	1 P24325	1
MC ARS-T	AUX R5232 INT PCBA	1
P24783-004	BOARD, 104 BAD BOARD CE2	3
61793	BOARD, ARMATURE PULSE	1
91098	BOARD, DDC MAIN CONTROL V8.02	1
IMC-SI2	BOARD, DRIVE 12 PULSE	1
3-HC-PC I/O	BOARD, ELECTRONIC	4
3-HC-PCA	BOARD, ELECTRONIC	1
548P-24873	BOARD, ELECTRONIC	2
HC-IOX	BOARD, ELECTRONIC	1
HC-RB4	BOARD, ELECTRONIC	1
P15730	BOARD, ELECTRONIC	3
P15760	BOARD, ELECTRONIC	2
P15761	BOARD, ELECTRONIC	2
P15774	BOARD, ELECTRONIC	3
P15775	BOARD, ELECTRONIC	2
P16783	BOARD, ELECTRONIC	4
P24323	BOARD, ELECTRONIC	2
P24325	BOARD, ELECTRONIC	2
P24548-001	BOARD, ELECTRONIC	1
P24568-002	BOARD, ELECTRONIC	1
P29007	BOARD, ELECTRONIC	1
S/N 0010-A-9985	BOARD, ELECTRONIC	2
S/N 0101-A-16541	BOARD, ELECTRONIC	1
S/N 0102-A16690	BOARD, ELECTRONIC	1
S/N 0210-A13536	BOARD, ELECTRONIC	1
S/N 0210-A9897	BOARD, ELECTRONIC	1
S/N H2714	BOARD, ELECTRONIC	1
S/N0106-A22681	BOARD, ELECTRONIC	1
S/N9909-A22681	BOARD, ELECTRONIC	1
SP-IMC	BOARD, ELECTRONIC	1
65735	BOARD, FEEDBACK 230VAC	1
61791	BOARD, FIELD PULSE P.C.B	1
061-791	BOARD, FIELD PULSE P.C.B	1
P24151	BOARD, INPUT BI LOGIC W/T S.	1
P15762	BOARD, INPUT II W/MOLEX CONN	4
P2977	BOARD, LANTN POWER SUPPLY VECT	1
P24873	BOARD, M2 CPU2 256K MEMORY	1
65740	BOARD, MOTION ADAPTOR DDC	3
P30390	BOARD, MSU INTERFACE	2
P24301	BOARD, PARALLEL I/O MIPROM11	4
P31652-002	BOARD, PC SIO 2NEUR RS485 MOLX	4
90722	BOARD, POWER BACK POWER BOARD	4
65737	BOARD, POWER STAGE INTERFACE DD	1
P16835	BOARD, POWER SUPPLY CONNECT	2
65738	BOARD, POWER SUPPLY DDC	2
90723	BOARD, PSI/SWITCHER, DDC	1
P15828	BOARD, RELAY INTERFACE MIPROM	2
P24100	BOARD, RELAY OUTPUT W/MOLEX	3
24323	BOARD, RELAY PILOT MIPROM11	4
P31594	BOARD, SCP RPL BOARD	1
		3

EXHIBIT "B1" - HAS PARTS INVENTORY
 (control of items will be transferred to Contractor after award)

P24848-004	BOARD, SENSOR 225 CAR SP.	3
P24571	BOARD, SLOWDOWN ETS	2
HC-CI/O-T	CALL INPUT/OUTPUT PCBA	3
MC-RS-T	COMM BOARD	1
CNTRLR	CONTROLLER, ESCALATOR, KONE	1
R148534	DAV 33936F	1
SP129419	FEED BACK BOARD MECO	1
MECO61791	FIELD PULSE XFMR	1
HC-RC-RB4	HYDRO RELAY BOARD	1
HC-I40-T	I-10 EXPANDER 16 IN/ 4 OUT	1
IMC-ACI	IMC ACINT-FACE F1 BALDOR	2
HC-IOX-T	INPUT/OUTPUT EXPANDER PCBA	3
MEC091098	KIT # 155904 REV05 CE-3 ELEV. COMMUN BOARD	1
MC MRS-I-T	MINI AUXILARY RS 232/422 PC BA	3
IMP10	MOTOR, IMPERIAL 10 HP	1
MC PCA-OA-T	PC AAV OSER ASYNC ISBX	3
HC-PCI /O-T	POWER INPUT/OUTPUT PCBA	3
HC-PI10-T	POWER INPUT/OUTPUT PCBA	2
MECO65738	POWER SUPPLY	1
MECO65737	PSI BOARD	1
DAV81036F	R129424	2
90632	RECTIFIER, SC DUAL 105A-1200	1
P32302-002	RED TAG HAS #20638	1
MECO90723	RENEWAL PARTS KIT, PCB, PSI/SWIT	1
MCE-001	REV M-194 SN# JOB 1893	1
SCR-PRI-ENW-T	SCR PWER RELAY-ENHANCED-INTER BD	1
SCR-RI-T	SCR RELAY INTERFACE BOARD	3
90630	SCR, FIELD, QUAD POWER MOD-28AMP	1
P24848-001	SENSOR, BOARD - 150 CAR SP.	2
EMS4011	SOFT START, EMS C1MR-PSU4011	1
USP32894	STEP, KONE, COMPLETE, 40"	20
HC-RB4-SCRI	TRACTION IMC SCR RELAY BOARD	3

EXHIBIT "B2" - SYSTEMS DESCRIPTION
IAH

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
A -1	Elevator A1	Main Lobby - Train tunnel to Roof level	3003411	MCE	T	1968
A -2	Elevator A2	Main Lobby - Train tunnel to Roof level	3003412	MCE	T	1968
A -3	Elevator A3	Main Lobby - Train tunnel to Roof level	3003395	MCE	T	1968
A -4	Elevator A4	Main Lobby - Train tunnel to Roof level	3003396	MCE	T	1968
A -5	Elevator A5	Main Lobby - North East Mezzanine	3003809	MCE	H	1968
A -6	Elevator A6	Main Lobby - South East Mezzanine	3003807	MCE	H	1968
A -7	Elevator A7	South East street level to ticketing	3003808	MCE	H	1968
A -8	Elevator A8	North East street level to ticketing	3020266	MCE	H	1968
A -1 DN	Escalator A1 - Down	Baggage level down to Train level	341768	OTIS	H	1968
A -1 UP	Escalator A1 - Up	Baggage level Up to Main ticket level	341770	OTIS	E	
A -2 DN	Escalator A2 - Down	Ticket level down to Baggage level	341769	OTIS	E	
A -1E	Elevator A1E East Garage	Street to Seventh Floor Parking	3037478	MCE	T	1998
A -2E	Elevator A2E East Garage	Street to Seventh Floor Parking	3037479	MCE	T	1998
A -3E	Elevator A3E East Garage	Street to Seventh Floor Parking	3037480	MCE	T	1998
A -4E	Elevator A4E East Garage	Street to Seventh Floor Parking	3037481	MCE	T	1998
A -5E	Elevator A5E East Garage	Street to Seventh Floor Parking	3037482	MCE	T	1998
A -6E	Elevator A6E East Garage	Street to Seventh Floor Parking	3042617	MCE	T	1998
A -1N	Elevator A1N (North)	Seventh floor parking to Roof		MCE	H	1998
A -2N	Elevator A2N (North)	Ramp to gate level	3022003	MCE	H	2001
A -3N	Elevator A3N (North)	Baggage make up to gate level	3021997	MCE	H	2001
A -4N	Elevator A4N (North)	Baggage make up to Food Court	3021999	MCE	H	2001
A -5N	Elevator A5N (North)	Ramp to gate level	3022001	MCE	H	2001
A -1S	Elevator A1S (South)	Ramp to gate level	3022005	MCE	H	2001
A -2S	Elevator A2S (South)	Ramp to Ticketing Level (East End)	456120	MCE	H	2001
A -3S	Elevator A3S (South)	Ramp to Ticketing Level (Center)	456121	OTIS	H	2000
A -4S	Elevator A4S (South)	Ramp to Ticketing Level (Center West)	456122	OTIS	H	2000
A -LL-UP	Escalator A-LL - Up	Ramp to Ticketing Level (West End)	456123	OTIS	H	2000
		Train Level to Baggage Level	341767	OTIS	E	

EXHIBIT "B2" - SYSTEMS DESCRIPTION

UNIT ID		UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
A -NE-1	Escalator ANE1 - Up	North East street level up to ticketing	2103235	O & K	E		
A -NE-2	Escalator ANE2 - Down	Ticketing down to North East street level	2103236	O & K	E		
A -SE-3	Escalator ASE3 - Up	South East street level up to ticketing	210232	O & K	E		
A -SE-4	Escalator ASE4 - Down	Ticketing down to South East street level	210233	O & K	E		
ADMIN - E1	Elevator 01	East Side, Administration Building	465939	OTIS	H	2000	
ADMIN - E2	Elevator 02	West Side, Administration Building	465938	OTIS	H	2000	
APM -01	Elevator APM Repair Station	APM Repair Station Passenger, Parking to Train	EN9810	MCE	H	2003	
APM -02	Elevator APM Repair Station	APM Repair Station Freight, Parking to Train	EN9811	MCE	H	2003	
APM -B1	Elevator APM Station Term B	APM Station to Term B (Kone)	CP93019	MCE	H	1998	
APM -B2	Elevator APM Station Term B	APM Station to Term B (Kone)	CP93021	MCE	H	1998	
APM -C1	Elevator APM Station Term C	APM Station to Term C (Schindler)	CP93020	MCE	H	1998	
APM -D1	Elevator APM Station Term D	APM Station to Term D (Kone)	3099100	MCE	H	1998	
APM -B1 DN	Escalator APM Station Term B Down	APM Station down to Term B (Kone)	93014	MCE	H	2004	
APM -B2 DN	Escalator APM Station Term B Down	APM Station down to Term B (Kone)	93013	MCE	E		
APM -B3 UP	Escalator APM Station Term B Up	APM Station up from Term B (Kone)	C1384	MCE	E		
APM -C1 DN	Escalator APM Station Term C Down	APM Station down to Term C (Kone)	93016	MCE	E		
APM -C2 DN	Escalator APM Station Term C Down	APM Station down to Term C (Kone)	93017	MCE	E		
APM -C3 UP	Escalator APM Station Term C Up	APM Station up from Term C (Schindler)	C1385	MCE	E		
APM -D1 DN	Escalator APM Station Term D Down	APM Station down to Term D (Thyssen)	1150002789	MCE	E		
APM -D2 DN	Escalator APM Station Term D Down	APM Station down to Term D (Thyssen)	1150002788	MCE	E		
APM -D3 UP	Escalator APM Station Term D Up	Term D up to APM Station (Thyssen)	1150002790	MCE	E		

EXHIBIT "B2" - SYSTEMS DESCRIPTION

UNIT ID		UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
B -1	Elevator B1	Main Lobby - Train Tunnel to Roof Level	3003406	MCE	T	1968	
B -2	Elevator B2	Main Lobby - Train Tunnel to Roof Level	3003407	MCE	T	1968	
B -3	Elevator B3	Main Lobby - Train Tunnel to Roof Level	3003400	MCE	T	1968	
B -4	Elevator B4	Main Lobby - Train Tunnel to Roof Level	3003401	MCE	T	1968	
B -5	Elevator B5	North West gate level to Day Care	199921149	MCE	H	1968	
B -6	Elevator B6	SE corner main terminal loading dock to gate level	199921152	MCE	H	1968	
B -7	Elevator B7	Main terminal CA1 Kitchen to Food court	3010214	MCE	H	1968	
B -1 DN	Escalator B1 Down	Baggage level down to Train Tunnel	341772	OTIS	E		
B -1 UP	Escalator B1 Up	Baggage level up to main ticket level	341774	OTIS	E		
B -2 DN	Escalator B2 Down	Ticket level down to Baggage level	341773	OTIS	E		
B -1N	Elevator B1N (North)	Flight Station 6 ramp to Rotunda	20002604	OTIS	H	1968	
B -1W	Elevator B1W (West Garage)	Street to Roof Parking	3006863	MCE	T	1998	
B -2W	Elevator B2W (West Garage)	Street to Roof Parking	3006864	MCE	T	1998	
B -3W	Elevator B3W (West Garage)	Street to Roof Parking	3006865	MCE	T	1998	
B -4W	Elevator B4W (West Garage)	Street to Roof Parking	3006866	MCE	T	1998	
B -5W	Elevator B5W (West Garage)	Street to Roof Parking	3006867	MCE	T	1998	
B -LL-UP	Escalator B-LL - Up	Train tunnel up to Baggage level	341771	MCE	T	1998	
C -1	Elevator C - 1	Main Lobby Train Tunnel to Roof	29095	OTIS	E		
C -2	Elevator C - 2	Main Lobby Train Tunnel to Roof	CT88459	MCE	T	1980	
C -3	Elevator C - 3	Main Lobby Train Tunnel to Roof	29097	MCE	T	1980	
C -4	Elevator C - 4	Main Lobby Train Tunnel to Roof	29098	MCE	T	1980	
C -5	Elevator C - 5	Main Lobby Baggage to Ticketing	92689	MONT	H	1980	
C -6	Elevator C - 6	Main Lobby South Side Basement	3014254	MONT	H	1980	
C -1 DN	Escalator C1 - Down	Baggage level to Train tunnel	CE881240	MONT	E		
C -1 UP	Escalator C1 - Up	Baggage level to Ticket Level	CE39463	MONT	E		
C -2 DN	Escalator C2 - Down	Ticket level to Baggage level	CE39462	MONT	E		
C -2 UP	Escalator C2 - Up	Ticket level to Mezzanine level	CE84648	MONT	E		
C -3 DN	Escalator C3 - Down	Mezzanine level to Ticket level	CE84649	MONT	E		

EXHIBIT "B2" - SYSTEMS DESCRIPTION

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
C-2N-DN	Escalator C2N - Down	North Concourse to Baggage level	88453	MONT	E	
C-2S-DN	Escalator C2S - Down	South concourse to Baggage level	CE88453	MONT	E	
C-8N	Elevator C - 8N	North Loading Dock to Concourse	88465	MONT	H	1980
C-9N	Elevator C - 9N	North Ticket Level to Mezzanine	88454	MONT	H	1980
C-10S	Elevator C - 10S	South Ticket Level to Mezzanine	88455	MONT	H	1980
C-11S	Elevator C - 11S	South Loading dock to Concourse	88466	MONT	H	1980
C-12S	Elevator C - 12S	South Loading dock to Concourse	88467	MONT	H	1980
C-13N	Elevator C - 13N	North Loading dock to Concourse	88468	MONT	H	1980
C-14N	Elevator C - 14N	North Side Walk to Basement	8125/39472	MONT	H	1980
C-15S	Elevator C - 15S	South Side Walk to Basement	CP39473	MONT	H	1980
C-E-1	Elevator CE - 1	C - East Garage Second Level to Roof	CT84652	MONT	T	1980
C-E-2	Elevator CE - 2	C - East Garage Second Level to Roof	CT84653	MONT	T	1980
C-E-3	Elevator CE - 3	C - East Garage Second Level to Roof	CT84654	MONT	T	1980
C-E-4	Elevator CE - 4	C - East Garage Train Tunnel to Roof	CT84655	MONT	T	1980
C-L1-UP	Escalator CL1 Up	C - Link check point up to gate D4	CE40875	MONT	E	
C-LL-UP	Escalator CLL - Up	Train Tunnel to Baggage Level	CE39461	MONT	E	
C-MSW-1N	Moving Sidewalk CMSW - 1N	Main Terminal to North Concourse	65811480-100-002	THYSSEN	MS	
C-MSW-1S	Moving Sidewalk CMSW - 1S	Main Terminal to South Concourse	CW88450	MONT	MS	
C-MSW-2N	Moving Sidewalk CMSW - 2N	North Concourse to Main terminal	65811480-100-001	THYSSEN	MS	
C-MSW-2S	Moving Sidewalk CMSW - 2S	South Concourse to Main terminal	88449	MONT	MS	
C-W-1	Elevator C1 - W	C - West Garage Level 1 to Roof	29100	MCE	T	1980
C-W-2	Elevator C2 - W	C - West Garage Level 1 to Roof	29101	MCE	T	1980
C-W-3	Elevator C3 - W	C - West Garage Level 1 to Roof	29102	MCE	T	1980
C-W1-UP	Escalator CW1 - Up	Train Tunnel to C West Garage	CE39465	MONT	E	
D-1	Elevator D 1	Far West @ North Corner, Near gate # 4	CP63559	MONT	H	1989
D-1A	Elevator D1A	C - Link Check Point to Gate D4	3031537	MCE	H	1989

EXHIBIT "B2" -- SYSTEMS DESCRIPTION

UNIT ID		UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
D -2	Elevator D 2	West -East in Customs area to Baggage claim area	CP63561	MONT	H	1989	
D -3	Elevator D 3	Center - South, North of 3 Escalator, Level 88 to Level 121	CP63562	MONT	H	1989	
D -5	Elevator D 5	Center-Front West pedestrian Tunnel to Level 88	CP63566	MONT	H	1989	
D -6	Elevator D 6	Center-Front West pedestrian Tunnel to Level 89	CP63563	MONT	H	1989	
D -7	Elevator D 7	East Central @ Center level 74 to level 121	CP63565	MONT	H	1989	
D -8	Elevator D 8	Far East @ North Corner, By gate 11. Level 100 to Level 121	CP63560	MONT	H	1989	
D -E-1	Escalator DE1 Down	Center-Front West level 88 Down to pedestrian tunnel	CE63547	MONT	E		
D -E-2	Escalator DE2 Up	Center-Front East pedestrian tunnel up to level 88	CE63548	MONT	E		
D -E-3	Escalator DE3 Up	Security area center, North escalator level 88 to level 121	CE63557	MONT	E		
D -E-4	Escalator DE4 Up	Security area center escalator level 88 to level 121	CE63556	MONT	E		
D -E-5	Escalator DE5 Down	Security area center, South escalator level 121 to level 88	CE63555	MONT	E		
D -E-8	Escalator DE8 Down	Train station Walkway to Train station	CE63550	MONT	E		
D -E-9	Escalator DE9 Up	Train station to Train station Walkway	CE63551	MONT	E		
D -E-13	Escalator DE13 Down	Far west @ North Near gate 4, Level 121 down to level 111	CE63553	MONT	E		
D -E-15	Escalator DE15 Down	Far East @ North, by gate 11& 12, Level 121 down to level 111	CE63554	MONT	E		
D -E-16	Escalator DE16 Down	Far East @ Gate 12	CEP 95897	MONT	E		
D -E-17	Escalator DE17 Down	Far East @ Gate 13	CEP 95896	MONT	E		
D -MSW-1	Moving Sidewalk DMSW - 1	Far East Gate - 9 Level 111	72789	MONT	MS		
D -MSW-2	Moving Sidewalk DMSW - 2	Gate 7 Level 111	CW64853	MONT	MS		
D -MSW-3	Moving Sidewalk DMSW - 3	C - Link Customs level 111	CW72790	MONT	MS		
D -MSW-4	Moving Sidewalk DMSW - 4	C - Link Customs level 121	CW63558	MONT	MS		
D -MSW-6	Moving Sidewalk DMSW - 6	C - Link level 121	CW95894	MONT	MS		
D -MSW-7	Moving Sidewalk DMSW - 7	C - Link level 121	95895	MONT	MS		

EXHIBIT "B2" - SYSTEMS DESCRIPTION

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
D-MSW-8	Moving Sidewalk DMSW - 8	Customs to C - Link check point	CE140874	MONT	MS	
E-1	Escalator E-1 Up	FIS I Lobby - Walkway	1150002779	THYSSEN	E	
E-2	Escalator E-2 Down	FIS I Lobby - Walkway	1150002780	THYSSEN	E	
E-3	Escalator E-3 Up	FIS 1 Lobby - 2 Ticketing	1150002782	THYSSEN	E	
E-4	Escalator E-4 Down	FIS 2 Ticketing - 1 Lobby	1150002781	THYSSEN	E	
E-5	Escalator E-5 Up	FIS LL Baggage Claim Inspections - UL Arrival Inspections	1150002794	THYSSEN	E	
E-6	Escalator E-6 Down	FIS - UL Arrival Inspections - LL Baggage Claim Inspections	1150002793	THYSSEN	E	
E-7	Escalator E-7 Down	FIS - East	1150002784	THYSSEN	E	
E-8	Escalator E-8 Down	FIS - East	1150002783	THYSSEN	E	
E-9	Escalator E-9 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002787	THYSSEN	E	
E-10	Escalator E-10 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002786	THYSSEN	E	
E-11	Escalator E-11 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002785	THYSSEN	E	
E-12	Escalator E-12 Down	FIS Crew Escalator UL Continental - LL Customs Baggage Claim	1150002795	THYSSEN	E	
E-51	Elevator E-51	FIS Parking Lot 8 - Train Level	3100307	THYSSEN	E	
E-52	Elevator E-52	FIS Parking Lot 8 - Train Level	3100308	MCE	T	2004
E-53	Elevator E-53	FIS Parking Lot 8 - Level 1, Lobby	3100312	MCE	T	2004
E-54	Elevator E-54	FIS Parking Lot 8 - Level 1, Lobby	3100313	MCE	T	2004
E-55	Elevator E-55	FIS 1 Baggage Arrival Inspect - 2 Inspections Area	3099098	MCE	T	2004
E-56	Elevator E-56	FIS 1 Baggage Arrival Inspect - 2 Inspections Area	3099099	MCE	H	2004
E-57	Elevator E-57	FIS Freight w/ reader	3099110	MCE	H	2004
E-58	Elevator E-58	FIS w/ reader, 2 Transit Lounge - 1 Offices	3099103	MCE	H	2004
E-59	Elevator E-59	FIS Serv Car, 1 Storage -	3099104	MCE	H	2004
E-60	Elevator E-60	FIS 1 Baggage Claims Inspect - 2 Arrival Inspect	3099092	MCE	H	2004
E-61	Elevator E-61	FIS 1 Baggage Claims Inspect - 2 Arrival Inspect	3099093	MCE	H	2004
E-62	Elevator E-62	FIS 2-sided Serv Car w/ reader, Bsmt - 1 = Bag Carr 12 - M - 2	3099111	MCE	H	2004
E-63	Elevator E-63	FIS two-sided, UL Term E Link - LL, by Esc Units 9, 10, & 11	3105569	MCE	H	2004
E-64	Elevator E-64	FIS Crew Elevator behind glass walls, 1 Customs	3105568	MCE	H	2004

EXHIBIT "B2" - SYSTEMS DESCRIPTION

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
		Exit - 2 Customs				
WCL -C	Wheelchair Lift C	Terminal C AOA West Side Bus Station				
WCL -D	Wheelchair Lift D	Customs office up to Apron level	P41744	Wheel-O-Vator	WCL	
				CONCORD	WCL	

Note: Some elevators have newer controllers since the initial installation.

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MS represents moving sidewalk
- WCL represents wheel chair lift

**EXHIBIT "B2" - SYSTEMS DESCRIPTION
HOU**

1	Elevator H1	ESCO 815170	BAGGAGE/TERMINAL	T
2	Elevator H2	ESCO 815171	BAGGAGE/TERMINAL	T
3	Elevator H3	ESCO 815172	PARKING GARAGE	T
4	Elevator H4	ESCO 815173	PARKING GARAGE	T
5	Elevator H6	ESCO 815175	PARKING GARAGE	T
6	Elevator H7	ESCO ESI 82137	HANDICAP MAIN TERMINAL	H
7	Elevator H8	ESCO ESI 1718	FREIGHT	H
8	Elevator H9	HOU HES 1138	FAA BUILDING	H
9	Elevator H10	MCE	SWA BUILDING	H
10	Elevator H11	MCE	CENTRAL CONCOURSE WEST	H
11	Elevator H12	MCE	CENTRAL CONCOURSE FREIGHT	H
12	Elevator H13	MCE	CENTRAL CONCOURSE OFFICES	H
13	Elevator H14	MCE	CENTRAL CONCOURSE EAST	H
14	Escalator 1	MONT. CE 47769	BAGGAGE TO LOBBY	E
15	Escalator 2	SCHIND 4001597	PARKING TO LOBBY	E
16	Escalator 3	SCHIND 4001818	BAGGAGE TO WEST LOBBY	E
17	Escalator 4	SCHIND 4004486	WEST LOBBY TO BAGGAGE	E
18	Moving Sidewalk 1	MONTGOM	CENTRAL CONCOURSE WEST	MSW
19	Moving Sidewalk 2	MONTGOM	CENTRAL CONCOURSE EAST	MSW

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MSW represents moving sidewalk
- WCL represents wheel chair lift

EXHIBIT "B2"- SYSTEMS DESCRIPTION

HOU (Continued)

Total HOU	
Traction Elevators (T)	0
Hydraulic Elevators (H)	13
Escalators (E)	4
Wheel Chair Lifts (WCL)	0
Moving Sidewalks (MSW)	2
Total	19

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MSW represents moving sidewalk
- WCL represents wheel chair lift

SUMMARY HAS

Total HAS	
Traction Elevators (T)	33
Hydraulic Elevators (H)	67
Escalators (E)	58
Wheel Chair Lifts (WCL)	2
Moving Sidewalks (MSW)	13
Total	173

EXHIBIT "B3" – REQUIRED REPORTS

Schedule of Weekly Preventive Maintenance - Weekly

A week in advance schedule of Preventive Maintenance to be performed by Contractor.

Monthly Report or As Requested by HAS.

Report #1 Preventative Maintenance Checklist - Monthly

This is a listing of every unit, the date that the scheduled Preventative Maintenance work was performed and the name of the Mechanic completing the work.

Report No. 1 Monthly Preventative Maintenance Work For IAH

Date:

UNIT ID	UNIT & NUMBER	Technician	Completed
A1	Elevator A1		
A2	Elevator A2		
A3	Elevator A3		
A4	Elevator A4		
A5	Elevator A5		
A6	Elevator A6		
A7	Elevator A7		
A8	Elevator A8		
A1N	Elevator A1N (North)		
A2N	Elevator A2N (North)		
A3N	Elevator A3N (North)		
A4N	Elevator A4N (North)		
A5N	Elevator A5N (North)		
A1E	Elevator A1E East Garage		
A2E	Elevator A2E East Garage		
A3E	Elevator A3E East Garage		
A4E	Elevator A4E East Garage		
A5E	Elevator A5E East Garage		
A6E	Elevator A6E East Garage		
A1S	Elevator A1S (South)		
A2S	Elevator A2S (South)		
A3S	Elevator A3S (South)		
A4S	Elevator A4S (South)		
A-LL UP	Escalator A-LL - UP		
A1 UP	Escalator A1 - UP		
A2 DN	Escalator A2 - Down		
A1 DN	Escalator A1 - Down		
ANE- 1	Escalator ANE1 - UP		
ANE- 2	Escalator ANE2 - Down		

EXHIBIT "B3" - REQUIRED REPORTS

Report No. 1

Monthly Preventative Maintenance Work For IAH

Date:

UNIT ID	UNIT & NUMBER	Technician	Completed
ASE-3	Escalator ASE3 - UP		
ASE-4	Escalator ASE4 - Down		
B1	Elevator B1		
B2	Elevator B2		
B3	Elevator B3		
B4	Elevator B4		
B5	Elevator B5		
B6	Elevator B6		
B7	Elevator B7		
B1N	Elevator B1N (North)		
B1W	Elevator B1W (West Garage)		
B2W	Elevator B2W (West Garage)		
B3W	Elevator B3W (West Garage)		
B4W	Elevator B4W (West Garage)		
B5W	Elevator B5W (West Garage)		
B-LLUP	Escalator B-LL - UP		

Report No. 2 - Daily Maintenance Log - Monthly

This report consists of a summary page that compiles the statistics for all trouble tickets received for units during the calendar month and separate tabs for each of the main terminals at the airport. The data on the terminal tabs will include all essential details of each trouble ticket.

TECH	UNIT	TROUBLE TICKET #	DATE IN	DATE OUT	START	STOP	TIME	DISPATCHER	REPORT	DISPOSITION
	A1									
	A2 DN									
	A4E									
	A6E									
	A3									
	A3									
	A3									
	A1									
	A1 UP									
	A2N									
	A3N									
	A1 UP									
	A1 DN									
	A3S									
	A3									
	ANE-1 UP									
	ASE-3 UP									
	ANE-1 UP									
	A1 UP									

EXHIBIT "B3" – REQUIRED REPORTS

Report No. 3 - Status of Systems and Equipment - Monthly

This is a listing of the operational status of all units. Only units that are not operational or that have operating concerns will be listed, but a summary statement for all other units will be included.

Report #3		
Status of Systems and Equipment For IAH		
Date:		
UNIT ID	UNIT & NUMBER	Status

Report No. 4 - Parts Utilization, By Unit - Monthly

This is a listing of every unit, showing all significant parts that were utilized each the unit during the calendar month. Only units that had significant part installed or replaced will be listed, but a summary statement for all other units will be included.

REPORT #4
Parts Utilization, by Unit

UNIT ID	UNITS & NUMBERS	PARTS USED

Report No. 5 - List of Major Equipment Breakdowns and Shutdowns- Monthly

This report shows all units which were out of service beyond 2 hours, except as permitted by Contract for OSR Work, Annuals and during Preventative Maintenance Time (midnight to 600 a.m. daily). The report will list the nature, duration and date of the outage. Only units which were out of service beyond 2 hours and units which were shut down for maintenance outside Preventive Maintenance Time will be listed, but a summary statement for all other units will be included.

Monthly Report of Major Equipment Breakdowns and Shutdowns Required for Maintenance
for: IAH January 2009

UNIT	TROUBLE TICKET #	REPORT	DATE IN	DATE OUT	DISPOSITION	START	STOP	TIME

EXHIBIT "B3" – REQUIRED REPORTS

Report No. 6 - List of Breakdown Repair Time - Monthly

This is a listing of all units that had a trouble ticket during the calendar month. The report will include the total number of trouble tickets, the total duration of the tickets and the average duration. This report will also include a detail description of service credits applied by HAS on any unit, when it applies. Only units which had a trouble ticket will be listed, but a summary statement for all other units will be included.

Monthly Report of Breakdown Repair Time

Date:

Line	UNIT ID	UNIT & NUMBER	Total Tickets	Total Time	Average Time

Report No. 7 - Deteriorating Equipment and Inefficient Conditions - Monthly

This is a listing of all units that are known to have deteriorating conditions which could reasonably impact their operating performance. A listing of measures beyond schedule Preventative Maintenance that were taken on all units in order to prevent service interruptions and to keep the units operating efficiently The report will show the nature of the problem and any known corrective measures. Only units which have such conditions will be listed, but a summary statement for all other units will be included

Monthly Report of Deteriorating Equipment and Inefficient Conditions - IAH

DATE:

UNIT ID	UNIT & NUMBER	Deteriorating Equipment and Inefficient Conditions Found

Report No. 8 - Fire Service and Emergency Lighting Report - Monthly

This is a listing of all units that have Fire Service and Emergency Lighting. The report will list each unit, the date the systems were tested, and all corrections that were needed as a result of the tests. Only units which have had such work systems will be listed, but a summary statement for all other units will be included.

Monthly Report of Fire Service and Emergency Lighting

DATE:	Line	UNIT ID	UNIT & NUMBER	Date Fire Service Checked	Date Emergency Lighting Checked

EXHIBIT "B3" – REQUIRED REPORTS

Report No. 9 - List of Inventory in Stock – Monthly

This report will list the inventory of parts that are required under Paragraph 11.4, Exhibit "J". All parts assigned to the Contract by HAS are to be listed on this report, showing the part number, description and quantity in hand.

List of Inventory in Stock					
DATE:	Part NO.	ITEMS	TYPE	MANUFACTURER	STOCK

Report No. 10 - Quality Control Program - Monthly

This report will list all units which were surveyed under the Quality Control Program. The report will show the unit identification, name of inspector, date of inspection and all deviations found. Only units which have been scheduled for survey will be listed, but a summary statement for all other units will be included.

Monthly Quality Control (QC) Program						
DATE:	Line	UNIT ID	UNIT & NUMBER	QC by:	Date	Deviations Found:

Report No. 11 - Backup Power System Test Log – Monthly

This is a listing of the test of the backup power system on all units that are equipped with them. The report will show the unit identification, the date of the test and all the test results. Only units which are equipped with these systems will be listed, but a summary statement for all other units will be included.

Backup Power System Test Log					
DATE:	Line	UNIT ID	UNIT & NUMBER	Date Checked	Check Status

Report No. 12 - Backup Battery Test Log - Monthly

This is a listing of the test of the backup battery system on all units that are equipped with them. The report will show the unit identification, the date of the test and all the test results. Only units which are equipped with these systems will be listed, but a summary statement for all other units will be included.

Backup Battery Test Log				
DATE:	Line	UNIT & NUMBER	Date Verified	Check Status

EXHIBIT "B3" – REQUIRED REPORTS

Report No. 13 - Monthly Meeting Minutes - Monthly

This will be an accurate list of discussions held during the scheduled Monthly Meeting for the calendar month. This report will be a reproduction of the final version of the minutes as distributed to HAS.

Report #13 Monthly Meeting Minutes											
Contractor Name:											
In Attendance:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 5%;">1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </table>	1.		2.		3.		4.		5.	
1.											
2.											
3.											
4.											
5.											
Items discussed:											
1. Work Status											
A. Pending Contractor Work:											
B. Contractor Work in Progress:											
C. Completed Contractor Work:											
2. Open Items:											
3. New Items:											

Report No. 14 - Results of Inspections and Tests – Semi-Annually

This is a listing of any units that had an outside inspection or test scheduled. This includes permit inspections and maintenance inspections. Only inspected units will be listed, but a summary statement for all other units will be included.

Report No. 15 - Annual Inspection Schedule - Annually

This report will be a listing of the current schedule for the Annual Permit Inspections. All units will be shown on this report, with their scheduled dates. Once the Permit Inspections are completed for the current year, this report will have a statement of when the next Permit Inspections are scheduled to begin.

Report No. 16 - Annual Shutdown Summary Report – Annually

Once the Annual Shutdown begins, this will be a monthly listing of the Annual Shutdown work completed during the calendar month. Only those units completed will be listed, with the date of each completion but a summary statement for all other units will be included. After Annuals, this report will show the date the last Annual Shutdown was completed and the date the next Annual Shutdown is to begin.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

- 1.0 The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
- 2.0 The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 3.0 The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.0 The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- 5.0 The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
- 6.0 In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
- 7.0 The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 8.0 The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
MWBE REQUIREMENTS

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ; which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, Sandra B. Stafford Partner as an owner or officer of
(Name) (Print/Type) (Title)
Mid-American/ERS Joint Venture (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 12-02-2009

Contractor Name Mid-American/ERS Joint Venture

Signature Sandra B. Stafford

Title Partner

Mid-American/ERS Joint Venture
Drug Detection and Deterrence Policy
(Effective Date 3/23/05)

1.0 PURPOSE

This policy is to provide procedures for the implementation of the Mid-American/ERS Joint Venture Drug Detection and Deterrence Policy as contractors doing business with the City of Houston. These procedures are based upon our commitment to maintain a safe, healthful and productive work environment for all employees and to ensure the safe and efficient delivery of contracted services to the Houston Airport System and the City of Houston.

2.0 OBJECTIVES

- 2.1 To establish a procedure to achieve a drug-free workforce and to provide a workplace that is free of illegal drugs and substance abuse.
- 2.2 To establish a procedure for drug screening where there is reasonable suspicion that an employee has certain banned illegal or illicit substances in their system while on duty or in the performance of the scope of our contract with the City within the requirements of the Master Agreement with the International Union of Elevator Contractors.
- 2.3 To establish a procedure for random drug screening of employees in positions that have a significant impact upon the safety of themselves or others.
- 2.4 To establish a procedure for post accident drug screening of employees.

3.0 POLICY STATEMENT

It is the policy of Mid-American/ERS Joint Venture that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or of alcohol by employees while on duty for or in behalf of the Joint Venture is prohibited. Our goal is to establish and maintain a work environment that is free from the effects of use of certain banned substances or alcohol. Consequently, employees are prohibited from being at work or from acting in the scope of their employment while impaired by alcohol or with certain banned substances present in their systems, on their persons, or on Joint Venture or City-provided worksites and premises. This policy incorporates any off duty use or misuse of certain banned substances that result in a positive drug test pursuant to these procedures.

4.0 SCOPE

This policy shall remain in effect until superceded or canceled in writing. This procedure applies to all Joint Venture employees regardless of work assignments or locations. The sole exception will be that office workers not classified as "safety impacting" will be exempt from Random Testing, unless that position includes a requirement to operate any motor vehicle on the Aircraft Operations Area or as a job requirement during duty hours. There is no exemption from testing for reasonable suspicion causes or from post accident testing. This is a condition of employment within the requirements of the Master Agreement with the International Union of Elevator Contractors.

5.0 DEFINITIONS

- 5.1 *ACCIDENT* means an unexpected or unintended event resulting in a time loss, personal injury, or significant property damage.
- 5.2 *CONTRACT* includes prime contracts and subcontracts to the City of Houston.
- 5.3 *EMPLOYEE* means an individual who has been hired for any time duration to provide labor and/or services on behalf of Mid-American/ERS Joint Venture at any location.
- 5.4 *CONTRACT COMPLIANCE OFFICER FOR DRUG TESTING (CCODT)* means the individual in each City of Houston department designated to receive the required drug testing policies, agreements, certifications and reports from contractors.

- 5.5 *CONTRACTOR CONTACT PERSON* means the designated individual for the City to call regarding suspicion of drug use of an employee of a contractor. At Mid-American/ERS Joint Venture, this shall be the Project Manager or designee.
- 5.6 *CITY PREMISES* means all City facilities, their surrounding grounds and parking lots, worksites, city-provided areas, and leased spaces.
- 5.7 *COLLECTION SITE* means a site where urine samples are collected from an employee in compliance with federal Department of Health and Human Services (DHHS) collection guidelines.
- 5.8 *DEPARTMENT DIRECTOR* means all City of Houston Department Directors, the Division Director and Chief (s) of Staff of the Mayor's office, and the City Controller. The Mayor Pro Tem is the Department Director for Council Members.
- 5.9 *DIRECTOR OF PERSONNEL* means the Department Director of the City of Houston's Personnel Department.
- 5.10 *DRUG/BANNED SUBSTANCE* means any chemical substance that is defined by any statute as a controlled substance or which may produce physical, mental, emotional, or behavioral change in the user. The specific substances which are banned for purposes of this policy are set forth in Section 8.0 of this policy.
- 5.11 *DRUG-FREE WORKPLACE* means every site for the performance of work by Mid-American/ERS Joint Venture for or on behalf of the City of Houston, at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of drugs/banned substances.
- 5.12 *DRUG SCREENING/DRUG TESTING* means a procedure to, at a minimum, screen and/or test urine samples for the purpose of detecting the presence of amphetamines, cocaine metabolites, opiate metabolites, phencyclidine, and marijuana metabolites, as well as alcohol, as shown in Section 8.0.
- 5.13 *LABORATORY* means a federal Department of Health and Human Services (DHHS) certified laboratory authorized by the contractor to perform drug screening/testing.
- 5.14 *MEDICAL REVIEW OFFICER (MRO)* means a physician authorized by Mid-American/ERS Joint Venture to review and interpret drug test results.
- 5.15 *ON DUTY* means that time period that constitutes an employee's work day, or that time period when any affected employee has been recalled to work.
- 5.16 *RANDOM* means a selection process (for drug testing) based on a scientific, unbiased method, lacking a definite or predetermined pattern.
- 5.17 *REASONABLE SUSPICION* means an articulable belief based on specific facts and reasonable inferences drawn from those facts.
- 5.18 *SAFETY IMPACT POSITION* means an employee'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.

6.0 RESPONSIBILITIES

- 6.1 All employees are responsible for reviewing and complying with the Mid-American/ERS Joint Venture Policy on Drug Detection and Deterrence.
- 6.2 All employees must be aware that compliance with the Mid-American/ERS Joint Venture Policy on Drug Detection and Deterrence is a condition of employment without exception within the requirements of the Master Agreement with the International Union of Elevator Contractors.

7.0 BASIS FOR TESTING

- 7.1 Drug testing will be required and undertaken under the following circumstances:
- 7.1.1 Random - All employees who perform job duties that are defined as safety impact positions shall be subject to random drug testing. All employees in positions defined as safety impact positions shall be eligible for each random selection. Mid-American/ERS Joint Venture will randomly drug test a number equal to at least 25% of the employees in safety impact positions annually. Drug testing shall be evenly distributed over the term of the year within the requirements of the Master Agreement with the International Union of Elevator Contractors.
- 7.1.2 Reasonable suspicion - Mid-American/ERS Joint Venture shall drug test employees when reasonable suspicion to test exists. "Reasonable suspicion" means an articulable belief based on

specific facts and reasonable inferences drawn from those facts that an employee is under the influence of illegal drugs/banned substances. Specific designated acts or conduct can create a reasonable suspicion or trigger a request for a drug screen. Circumstances which can constitute a basis for determining reasonable suspicion may include, but are not limited to:

- a. abnormal or erratic behavior on the part of the employee;
- b. information provided by a reliable and credible source;
- c. direct observation of alcohol or drug use; or
- d. presence of the physical symptoms of alcohol or drug use (i.e., glassy or bloodshot eyes, slurred speech, poor coordination or reflexes).

Employees reasonably suspected to be under the influence of alcohol or drugs shall be prevented from engaging in further work of any sort for Mid-American/ERS Joint Venture and will give the Joint Venture cause to subject them to immediate drug testing in accordance with the procedures set forth in this Policy on Drug Detection and Deterrence.

7.1.3 Post accident - The Mid-American/ERS Joint Venture drug policy shall mandate drug testing if an employee has been involved in a work related accident that involves an injury to the employee or to another or causes property damage within the requirements of the Master Agreement with the International Union of Elevator Contractors.

8.0 DRUG TESTING PROCEDURES

8.1 When drug screening of employees is required or authorized under this policy, a urinalysis test shall be given to detect the presence of - at a minimum - amphetamines, cocaine metabolites, opiate metabolites, phencyclidine, and for marijuana metabolites. Testing will also be done for the presence of alcohol.

8.2 Any drug screen under the provisions of this Policy on Drug Detection and Deterrence shall include a urinalysis test to detect the presence of the following drug groups:

<u>DRUG GROUP</u>	Initial EMIT Screen (ng/ml)	Confirmatory GC/MS Test (ng/ml)
Amphetamines	1000	
Amphetamine		500
Methamphetamine		500
Cocaine Metabolites	300	150*
Opiate Metabolites	300	
Morphine		300
Codeine		300
Phencyclidine	25	25
Marijuana Metabolites	50	15**

* Benzoyllecgonine

** Delta 9 tetrahydrocannabinol - 9 - carboxylic acid

The presence of any alcohol will cause the test results to be reviewed to determine if a condition of impairment exists. Condition of impairment will be based on the current applicable statutes of the State of Texas, which currently show impairment at a blood alcohol concentration of 0.08.

8.2.2 An initial screening shall use the enzyme immunoassay techniques (EMIT) test and a confirmatory test shall use the gas chromatography/mass spectrometry (GC/MS) test. Both tests must be performed and confirmed positive by a Medical Review Officer before any notice of a positive test result will be provided to the employee.

8.2.3 At a minimum, Mid-American/ERS Joint Venture shall test for the drugs/banned substances specified herein. Should the standards as set forth by the City of Houston modify these levels, this policy shall automatically be revised to the new standards.

8.3 Upon observing conduct that would give rise to a reasonable suspicion, any City of Houston supervisor may communicate with Mid-American/ERS Joint Venture to inform that person of the

factors constituting such reasonable suspicion. The Joint Venture will respond to any such contact in accordance with the City of Houston Drug Detection and Deterrence Procedures for Contractors.

8.4 As appropriate, if drug use is suspected by a Mid-American/ERS Joint Venture employee, the City has the authority to temporarily remove a contractor's employee off a job or require the employee to leave a City worksite if it is in the best interest of the City to do so. In such an instance, the Department Director or designee of the department holding the contract shall authorize the removal.

9.0 POSSESSION OF DRUGS; CONSEQUENCE OF POSSESSION

9.1 Mid-American/ERS Joint Venture employees are prohibited from possessing, using, distributing, dispensing, manufacturing, selling or having in their possession or control alcohol or any drug/banned substance while on duty on Joint Venture or City-provided premises, or while acting in the course and scope of their employment at any geographic location.

9.2 Possession or control can include an employee's person or personal property if on Joint Venture or City-provided premises, any motor vehicle/equipment under the employee's control, or property provided by the Joint Venture under an employee's control including, but not limited to tool boxes, lockers, desks, and files.

9.3 An employee who is determined to have violated this provision shall be treated in accordance with Section 10.1.

10.0 CONSEQUENCE OF POSITIVE TEST RESULT

10.1 An employee who has a confirmed positive test result pursuant to a drug test required by these procedures shall be permanently removed from any Joint Venture worksite.

11.0 CONSEQUENCE OF REFUSAL TO CONSENT TO A DRUG TEST

11.1 Any contractor who refuses to consent to a drug test after notification of the consequences of refusal shall be permanently removed from any Joint Venture worksite.

11.2 Any employee who consents to a drug test but fails to appear timely at the collection site or who fails to give their urine sample after reasonable opportunity to do so will be considered as having refused to consent to a drug test and treated in accordance with Section 11.1.

12.0 COMPLIANCE WITH LAWS

Mid-American/ERS Joint Venture shall comply with all applicable laws regarding drug testing of employees. In the event of a conflict between these procedures and an applicable drug testing law, the applicable law shall prevail.

EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, Sandra B. Stafford Partner
(Name)(Print/Type) (Title)

as an owner or officer of Mid-American/ERS Joint Venture (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.

12-02-2009
Date

Mid American/ERS Joint Venture
Contractor Name

Sandra B. Stafford
Signature

Partner
Title

N/A

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 "G"
DRUG POLICY COMPLIANCE DECLARATION**

I, Sandra B. Stafford Partner _____ as an owner or officer of
 (Name) (Print/Type) (Title)
Mid-American/ERS Joint Venture _____ (Contractor or Vendor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

SS.
 Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

SS.
 Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

CS.
 Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

CS.
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

CS.
 Initials From _____ to _____ the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

SS.
 Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

CS.
 Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

12-02-2009
 (Date)

Sandra B. Stafford
 (Typed or Printed Name)
Sandra B. Stafford
 (Signature)
 Partner
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

Year One

Bid Item	Description	Unit of Measure	Monthly Cost
IAH Basic Services - Operation Status Monthly Maintenance Cost			
1	Traction Elevators	EA	\$1,680.00
2	Hydraulic Elevators	EA	\$896.00
3	Escalators	EA	\$2,688.00
4	Moving Sidewalks	EA	\$3,136.00
5	Wheel Chair Lifts	EA	\$448.00
6	Machine Room-Less Elevators	EA	\$1,344.00
IAH Basic Services Discount - Standby Status			
1	Traction Elevators	EA	35%
2	Hydraulic Elevators	EA	35%
3	Escalators	EA	35%
4	Moving Sidewalks	EA	35%
5	Wheel Chair Lifts	EA	35%
6	Machine Room-Less Elevators	EA	35%
IAH Other Work/Services Labor			
1	Elevator Technician	H	\$100.00
2	Elevator Technician Helper	H	\$95.00
3	Laborer	H	\$35.00
IAH Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Maintenance Parts & Material	EA	5% Mark-up
HOU Basic Services - Operation Status Monthly Maintenance Cost			
1	Hydraulic Elevator	EA	\$896.00
2	Escalator	EA	\$2,688.00
3	Moving Sidewalk	EA	\$3,136.00
HOU Basic Services Discount - Standby Status			
1	Hydraulic Elevators	EA	35%
2	Escalators	EA	35%
3	Moving Sidewalks	EA	35%
HOU Other Work/Services - Labor			
1	Elevator Technician	H	\$100.00
2	Elevator Technician Helper	H	\$95.00
3	Laborer	H	\$35.00
HOU Other Work/Services Parts & Material Normal Business Hrs.+5%			
1	Estimated Remedial Maintenance Parts & Material	EA	5% Mark-up

Year Two

Bid Item	Description	Unit of Measure	Monthly Cost
IAH Basic Services - Operation Status Monthly Maintenance Cost			
1	Traction Elevators	EA	\$1,764.00
2	Hydraulic Elevators	EA	\$941.00
3	Escalators	EA	\$2,823.00
4	Moving Sidewalks	EA	\$3,293.00
5	Wheel Chair Lifts	EA	\$471.00
6	Machine Room-Less Elevators	EA	\$1,412.00
IAH Basic Services Discount - Standby Status			
1	Traction Elevators	EA	35%
2	Hydraulic Elevators	EA	35%
3	Escalators	EA	35%
4	Moving Sidewalks	EA	35%
5	Wheel Chair Lifts	EA	35%
6	Machine Room-Less Elevators	EA	35%
IAH Other Work/Services Labor			
1	Elevator Technician	EA	\$105.00
2	Elevator Technician Helper	EA	\$100.00
3	Laborer	EA	\$37.00
IAH Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Maintenance Parts & Material	EA	5% Mark-up
HOU Basic Services - Operation Status Monthly Maintenance Cost			
1	Hydraulic Elevator	EA	\$941.00
2	Escalator	EA	\$2,823.00
3	Moving Sidewalk	EA	\$3,293.00
HOU Basic Services Discount - Standby Status			
1	Hydraulic Elevators	EA	35%
2	Escalators	EA	35%
3	Moving Sidewalks	EA	35%
HOU Other Work/Services - Labor			
1	Elevator Technician	H	\$105.00
2	Elevator Technician Helper	H	\$100.00
3	Laborer	H	\$37.00
HOU Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Remedial Maintenance Parts & Material	H	5% Mark-up

Year Three

Bid Item	Description	Unit of Measure	Monthly Cost
IAH Basic Services - Operation Status Monthly Maintenance Cost			
1	Traction Elevators		
2	Hydraulic Elevators	EA	\$1,853.00
3	Escalators	EA	\$989.00
4	Moving Sidewalks	EA	\$2,965.00
5	Wheel Chair Lifts	EA	\$3,458.00
6	Machine Room-Less Elevators	EA	\$495.00
IAH Basic Services Discount - Standby Status			
1	Traction Elevators	EA	35%
2	Hydraulic Elevators	EA	35%
3	Escalators	EA	35%
4	Moving Sidewalks	EA	35%
5	Wheel Chair Lifts	EA	35%
6	Machine Room-Less Elevators	EA	35%
IAH Other Work/Services Labor			
1	Elevator Technician	EA	\$111.00
2	Elevator Technician Helper	EA	\$105.00
3	Laborer	EA	\$39.00
IAH Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Maintenance Parts & Material	EA	5% Mark-up
HOU Basic Services - Operation Status Monthly Maintenance Cost			
1	Hydraulic Elevator		
2	Escalator	EA	\$989.00
3	Moving Sidewalk	EA	\$2,965.00
		EA	\$3,458.00
HOU Basic Services Discount - Standby Status			
1	Hydraulic Elevators	EA	35%
2	Escalators	EA	35%
3	Moving Sidewalks	EA	35%
HOU Other Work/Services - Labor			
1	Elevator Technician	H	\$111.00
2	Elevator Technician Helper	H	\$105.00
3	Laborer	H	\$39.00
HOU Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Remedial Maintenance Parts & Material	H	5% Mark-up

Year Four

Bid Item	Description	Unit of Measure	Monthly Cost
IAH Basic Services - Operation Status Monthly Maintenance Cost			
1	Traction Elevators		
2	Hydraulic Elevators	EA	\$1,946.00
3	Escalators	EA	\$1,039.00
4	Moving Sidewalks	EA	\$3,114.00
5	Wheel Chair Lifts	EA	\$3,631.00
6	Machine Room-Less Elevators	EA	\$520.00
IAH Basic Services Discount - Standby Status			
1	Traction Elevators	EA	35%
2	Hydraulic Elevators	EA	35%
3	Escalators	EA	35%
4	Moving Sidewalks	EA	35%
5	Wheel Chair Lifts	EA	35%
6	Machine Room-Less Elevators	EA	35%
IAH Other Work/Services Labor			
1	Elevator Technician	EA	\$117.00
2	Elevator Technician Helper	EA	\$111.00
3	Laborer	EA	\$41.00
IAH Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Maintenance Parts & Material	EA	5% Mark-up
HOU Basic Services - Operation Status Monthly Maintenance Cost			
1	Hydraulic Elevator	EA	\$1,039.00
2	Escalator	EA	\$3,114.00
3	Moving Sidewalk	EA	\$3,631.00
HOU Basic Services Discount - Standby Status			
1	Hydraulic Elevators	EA	35%
2	Escalators	EA	35%
3	Moving Sidewalks	EA	35%
HOU Other Work/Services - Labor			
1	Elevator Technician	H	\$117.00
2	Elevator Technician Helper	H	\$111.00
3	Laborer	H	\$41.00
HOU Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Remedial Maintenance Parts & Material	H	5% Mark-up

Year Five

Bid Item	Description	Unit of Measure	Monthly Cost
IAH Basic Services - Operation Status Monthly Maintenance Cost			
1	Traction Elevators		
2	Hydraulic Elevators	EA	\$2,044.00
3	Escalators	EA	\$1,091.00
4	Moving Sidewalks	EA	\$3,270.00
5	Wheel Chair Lifts	EA	\$3,813.00
6	Machine Room-Less Elevators	EA	\$546.00
IAH Basic Services Discount - Standby Status			
1	Traction Elevators	EA	35%
2	Hydraulic Elevators	EA	35%
3	Escalators	EA	35%
4	Moving Sidewalks	EA	35%
5	Wheel Chair Lifts	EA	35%
6	Machine Room-Less Elevators	EA	35%
IAH Other Work/Services Labor			
1	Elevator Technician	EA	\$123.00
2	Elevator Technician Helper	EA	\$117.00
3	Laborer	EA	\$44.00
IAH Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Maintenance Parts & Material	EA	5% Mark-up
HOU Basic Services - Operation Status Monthly Maintenance Cost			
1	Hydraulic Elevator	EA	\$1,091.00
2	Escalator	EA	\$3,270.00
3	Moving Sidewalk	EA	\$3,813.00
HOU Basic Services Discount - Standby Status			
1	Hydraulic Elevators	EA	35%
2	Escalators	EA	35%
3	Moving Sidewalks	EA	35%
HOU Other Work/Services - Labor			
1	Elevator Technician	H	\$123.00
2	Elevator Technician Helper	H	\$117.00
3	Laborer	H	\$44.00
HOU Other Work/Services Parts & Material Normal Business Hrs.			
1	Estimated Remedial Maintenance Parts & Material	H	5% Mark-up

EXHIBIT "I"
PAY OR PLAY PROGRAM

8



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Mid-American/ERS Joint Venture (Contractor/Subcontractor) \$ 26,425,722.00 (Amount of Contract)

Contractor Address: 4250 N. Sam Houston Parkway East, Suite 130 Houston, TX 77032

Project No.: [GFS/CIP/AIP/File No.] S33-T23263

Elevator, Escalator, Wheelchair Lifts and Moving Sidewalk

Project Name: [Legal Project Name] Systems Maintenance Service for the Houston Airport System

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

[] Yes [] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

[X] Yes [] No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors that meet or exceed the following criteria: (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[] Yes [] No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[] Yes [] No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

[] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[X] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Table with 3 columns: Description, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job (15), No. Of Employees "Playing" (15), No. Of Employees "Paying", and No. Of Employees "Exempt" (0).

I hereby certify that the above information is true and correct.

Sandra B. Stafford (Signature)

12-02-2009

DATE

Sandra B. Stafford Partner

NAME AND TITLE (Print or type)

* EXECUTED IN TRIPLICATE*

EXHIBIT "J"

Bond No. 105323838

PERFORMANCE BOND

THE STATE OF TEXAS

COUNTY OF HARRIS

Mid-American / E.R.S. Joint Venture

Travelers Casualty and Surety Company of America

to the City of Houston, Texas ("City"), the sum of \$ 3,083,000.90 in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a Agreement in writing with the City for Elevator Escalator, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Service for the Houston Airport System ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$ 3,083,000.90 is pay able to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the

other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on November 20, 2009 and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this 9th day of December, 20 09.

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

Mid-American / E.R.S Joint Venutre
(Name of Principal)

4250 N. Sam Houston Parkway East, Suite 130 Houston, TX 77032
(Address of Principal)

By: _____
Name:
Title:
Date:

By: Sandra B. Stafford
Name: SANDRA B. STAFFORD
Title: PARTNER
Date: 12-10-09

ATTEST/SEAL
SURETY WITNESS.

Travelers Casualty and Surety Company of America
(Name of Surety)

215 Shuman Blvd, Naperville, IL 60563
(Address of Surety)

By: [Signature]
Name: Marvin O. Rivera
Title: Account Manager
Date: December 9, 2009

By: [Signature]
Name: William Reidinger
Title: Attorney-in-Fact
Date: December 9, 2009

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

December 11, 2009
Date

[Signature]
Paralegal

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214820

Certificate No. 003313827

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Reidinger, Diane O'Leary, Donna Wright, Karen E. Bogard, Matthew V. Buol, and Marvin O. Rivera

STATE OF ILLINOIS
COUNTY OF COOK

On this 9th day of December, 2009, before me personally appeared William Reidinger, known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first written above.

Karen E. Bogard
(Notary Public)



State of Connecticut
City of Hartford ss.

By: *George W. Thompson*
George W. Thompson, Senior Vice President

On this the 15th day of July, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214820

Certificate No. 003313827

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Reidinger, Diane O'Leary, Donna Wright, Karen E. Bogard, Matthew V. Buol, and Marvin O. Rivera

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

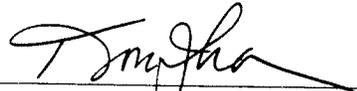
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of December, 2009.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LR
MIDAM-1

DATE (MM/DD/YYYY)
12/08/09

PRODUCER
The Horton Group, Inc.
www.thehortongroup.com
10320 Orland Parkway
Orland Park IL 60467
Phone: 708-845-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Mid-American / ERS Joint Venture
820 N. Wolcott Avenue
Chicago IL 60622

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	Greenwich Insurance Company	
INSURER B	Hartford Casualty Insurance Co	22357
INSURER C	Colony Specialty Insurance Co	
INSURER D	Great American Insurance	
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	EGG600051104	04/30/09	04/30/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/PROP AGG	\$ 3,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UENZO6968	04/30/09	04/30/10	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	AR5460940	04/30/09	04/30/10	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC617449400	04/30/09	04/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES - EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Houston Airport - Mid-American/ERS Joint Venture
 Additional Insureds with respect to general liability and auto liability when required by written contract: The City of Houston
 If required by written contract, a waiver of subrogation in favor of the additional insured will apply to general liability, auto liability, (cont)

CERTIFICATE HOLDER

CANCELLATION

HOUST-7

City of Houston, City
 Purchasing Agent for Director
 Of Houston Airport
 P.O. Box 1562
 Houston TX 77251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAME Mid-American / ERS Joint

MIDAM-1
OP IDLR

PAGE 3
DATE 12/08/09

Named Insureds Cont.

Mid-American Elevator Co., Inc.; Chicago Title & Trust U/T #1097142 dated 1/15/92 & All Agents & Beneficiaries Named Thereunder; J.A. Jones/Vertrans Joint Venture (DC); Mid-American/ERS Joint Venture; Mid-American Elevator Co./Phoenix Elevator Co. Joint Venture; Mid-American Elevator Equipment Co., Inc.; Phoenix/Mid-American Elevator DC Joint Venture; Phoenix/Mid-American Elevator Joint Venture; Robert Bailey III and Chicago Trust Co. U/T# 1103210 dated 6/20/96 & All Agents & Beneficiaries Named Thereunder; Spacesaver Parking Company, Inc.; Tompkins/Mid-American Joint Venture; Tompkins/USA Hoist Joint Venture; USA Hoist Company, Inc.; Vertical Access, Inc.; Vertrans, Inc.; Vertrans/Mid-American Elevator Co. Joint Venture; Mid-American/Quality Elevator Joint Venture (DBA); All-American/Mid-American Joint Venture (DBA).

NOTEPAD:

HOLDER CODE HOUST-7
INSURED'S NAME Mid-American / ERS Joint

MIDAM-1
OP IDLR

PAGE 4
DATE 12/08/09

and workers' compensation.

**CITY OF HOUSTON
SCHEDULE OF MWBE PARTICIPATION**

DATE OF REPORT: 12/07/2009

BID No.: S33-T23263

FORMAL BID TITLE: Elevator, Escalator, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Service for the Houston Airport System

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION CERTIFICATION No.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE No.	SCOPE OF WORK	AGREE PRICE
Grey-Chem Inc.	08116755	122 North Richey Street Pasadena, TX 77506	713-920-2121	Janitorial Supplies and Materials	\$100,000.00
Custom Precision Sheet Metal	09096410	8913 Elsie Lane Houston, TX 77064	713-856-9997	Metal Welding and Fabricating	\$100,000.00
Office Effects	090110990	1022 Wirt Road #316 Houston, TX 77055	713-957-4700	Office Supplies and Materials	\$125,000.00
Henderson + Rogers Inc	09118018	2411 Fountainview, Suite 222A Houston, Texas 77057	832-242-6700	Structural Engineering and Structural	\$100,000.00
Taylor Smith Consulting LLC	0909106	7240 Brittmoore Road Suite 119 Houston, TX 77041	713-937-3111	Staffing of Support Personnel	\$380,000.00
RE Mitchell LLC	091010422	5740 Broadway Suite 116 Pearland, TX 77581	713-480-5041	Staffing of Cleaning Personnel	\$1,840,000.00
TOTAL					\$2,645,000.00
MWBE PARTICIPATION AMOUNT					\$2,642,572.20
TOTAL BID AMOUNT					\$26,425,722.00

LETTER OF INTENT
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL
ARBITRATION ACT.

TO: City of Houston
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: S33-T23283
Bid Title: Elevator, Escalator, Wheelchair Lift & Moving Sidewalk Systems for Houston Airport System
Bid Amount: \$26,425,722.00
M/WBE Participation Amount: \$100,000.00 M/WBE GOAL 10 %
Gray-Chem Inc. agrees to perform work/supply goods and/or

Name of Minority/Women Business Enterprise
services in connection with the above-named contract and Mid-American/ERS Joint Venture as
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) Mid-American/ERS Joint Venture A Joint Venture

2. Gray-Chem Inc. status is confirmed by M/WBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No. 08118755

3. Mid-American/ERS Joint Venture and Gray-Chem Inc.
Name of Prime Contractor Minority/Women Business Enterprise
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of
Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed-Prime Contractor
Senior Project Manager
Title
12-01-09
Date

[Signature]
Signed-Minority/Women Business Enterprise
VICE PRESIDENT
Title
12-01-09
Date



Sample Letter of Intent

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

To: City of Houston
Administering Department

Date: 10/20/09

Project Name and Number Elevator, Escalator, Wheel Chair Lifts and
Moving Side Walk System Maintenance Services S33-T23623

Bid Amount: \$ 26,425,722.00 M/W/DBE Goal: 10 Percent

Mid-American/ERS Joint Venture
Prime Contractor agrees to enter into a contractual agreement
with Henderson+Rogers, Inc.
M/W/DBE Subcontractor who will provide the following goods/

services in connection with the above referenced contract:

Structural Engineering Services & Structural Assessments

for an estimated amount of \$ 100,000.00 or % of the total
contract value.

Henderson+Rogers, Inc.
(M/W/DBE Subcontractor) is currently certified with the City of Houston's
Affirmative Action and Contract Compliance Office to
function in the aforementioned capacity.

Mid-American/ERS Joint Venture Henderson+Rogers, Inc.
Prime Contractor M/W/DBE Subcontractor

intend to work on the above-named contract in accordance with the M/W/DBE Participation Section
of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned
Prime Contractor.

[Signature]
Signed (Prime Contractor)

Richard McQueen
Printed Signature

Sr. Project Manager 10/20/09
Title Date

[Signature]
Signed (M/W/DBE Subcontractor)

Matt Henderson
Printed Signature

PRINCIPAL 10.20.09
Title Date

LETTER OF INTENT
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL
ARBITRATION ACT.

TO: City of Houston
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: S33-T23263
Bid Title: Elevator, Escalator, Wheelchair Lift & Moving Sidewalk Systems for Houston Airport System
Bid Amount: \$26,425,722.00

M/WBE Participation Amount: \$ 100,000.00 M/WBE GOAL 10 %
Custom Precision Sheet Metal agrees to perform work/supply goods and/or

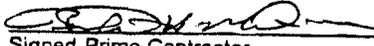
Name of Minority/Women Business Enterprise
services in connection with the above-named contract and Mid-American/ERS Joint Venture as:
Name of Prime Contractor

- (a) _____ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) Mid-American/ERS Joint Venture A Joint Venture

2. Custom Precision Sheet Metal is confirmed by M/WBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No.: 09096410

3. Mid-American/ERS Joint Venture and Custom Precision Sheet Metal
Name of Prime Contractor **Minority/Women Business Enterprise**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of
Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

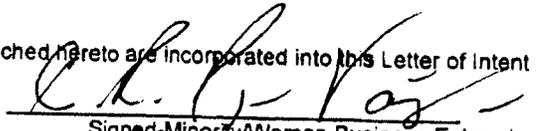

Signed-Prime Contractor

Senior Project Manager

Title

12-01-09

Date


Signed-Minority/Women Business Enterprise

Owner

Title

12-01-09

Date

LETTER OF INTENT
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL
ARBITRATION ACT.

TO: City of Houston
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND SUPPLIER

LETTER OF INTENT

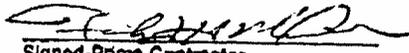
Contract Bid Number: S33-T23263
Bid Title: Elevator, Escalator, Wheelchair Lift & Moving Sidewalk Systems for Houston Airport System
Bid Amount: \$26,425,722.00
MWBE Participation Amount: \$125,000.00 MWBE GOAL 10 %
Office Effects agrees to perform work/supply goods and/or
Name of Minority/Women Business Enterprise: Mid-American/ERS Joint Venture as:
services in connection with the above-named contract and Mid-American/ERS Joint Venture as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) Mid-American/ERS Joint Venture A Joint Venture

2. Office Effects status is confirmed by MWBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No.: 090110990

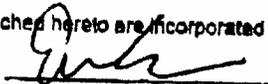
3. Mid-American/ERS Joint Venture and Office Effects
Name of Prime Contractor Minority/Women Business Enterprise
intend to work on the above-named contract in accordance with the MWBE Participation Section of the City of
Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.


Signed-Prime Contractor

Senior Project Manager

Title
Date 12/21/09


Signed-Minority/Women Business Enterprise

President

Title
Date 12/01/09

LETTER OF INTENT
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: S33-T23263
Bid Title: Elevator, Escalator, Wheelchair Lift & Moving Sidewalk Systems for Houston Airport System
Bid Amount: \$26,425,722.00

MWBE Participation Amount: \$1,840,000.00 MWBE GOAL 10 %
RE Mitchell LLC

_____ agrees to perform work/supply goods and/or

Name of Minority/Women Business Enterprise _____
services in connection with the above-named contract and Mid-American/ERS Joint Venture as:
Name of Prime Contractor

- (a) _____ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) Mid-American/ERS Joint Venture A Joint Venture

2. RE Mitchell LLC status is confirmed by MWBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No.: 091010422

3. Mid-American/ERS Joint Venture and RE Mitchell LLC
Name of Prime Contractor _____
Minority/Women Business Enterprise _____
intend to work on the above-named contract in accordance with the MWBE Participation Section of the City of Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed-Prime Contractor
Senior Project Manager
Title
12-03-09
Date

[Signature]
Signed-Minority/Women Business Enterprise
OWNER
Title
12/04/09
Date

0903/09

LETTER OF INTENT
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL
ARBITRATION ACT.

TO: City of Houston
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: S33-T23263
Bid Title: Elevator, Escalator, Wheelchair Lift & Moving Sidewalk Systems for Houston Airport System
Bid Amount: \$26,425,722.00

MWBE Participation Amount: \$380,000.00 MWBE GOAL 10 %
Taylor Smith Consulting LLC agrees to perform work/supply goods and/or

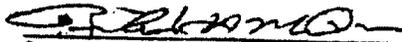
Name of Minority/Women Business Enterprise _____
services in connection with the above-named contract and Mid-American/ERS Joint Venture as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) Mid-American/ERS Joint Venture A Joint Venture

2. Taylor Smith Consulting LLC status is confirmed by MWBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No. 0909106

3. Mid-American/ERS Joint Venture and Taylor Smith Consulting LLC
Name of Prime Contractor
Minority/Women Business Enterprise
intend to work on the above-named contract in accordance with the MWBE Participation Section of the City of
Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.


Signed-Prime Contractor

Senior Project Manager
Title
12-03-09
Date


Signed-Minority/Women Business Enterprise

President/CEO
Title
12/03/2009
Date