THE STATE OF TEXAS

COUNTY OF HARRIS

BID # S30-L23708

ORDINANCE # 2011-0594

CONTRACT # 4600010985

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR PARTS IMMERSION CLEANING SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **FCC ENVIRONMENTAL, LLC** ("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(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

FCC Environmental, LLC
523 N. Sam Houston PKWY. E., Suite 400
Houston, TX 77060
Phone: 832-309-0443

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):

WITNESS (if not a corporation):

By: Cheryl Slone
Name: Cheryl Slone
Title: Admin Asst.

FCC Environmental, LLC

By:
Name: Todd Ford
Title: Vice President
Federal Tax ID Number: 450569557

ATTEST/SEAL:

City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

Mayor Madeleine D. Appel

APPROVED:

City Purchasing Agent

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

7/11/11

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.

June 6, 2011
Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "[redacted]."

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 coverages 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 polices 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 11% 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 Contractors 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 **$10,577.53** 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 $25,000. A Change Order of more than $25,000 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 three (3) 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.

3.0 RENEWALS:

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

4.1 If 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 therefor.

EXHIBIT "A"
DEFINITIONS

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

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

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

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

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

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

"Contract Term" is defined in Article IV.

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

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

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

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

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

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

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

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

EXHIBIT "B"
SCOPE OF WORK

1.0 Scope of Services

1.1 The Contractor shall furnish all personnel, transportation, equipment, supplies, solvent, and services necessary to provide the requested vehicle parts immersion and spray paint gun cleaner services. The service shall include, at a minimum, providing and placing fresh solvent into the parts cleaners, removing used solvent at the specified intervals, cleaning and maintaining the units, manifesting and transporting use solvent to a recycling facility or disposal facility permitted by the Environmental Protection Agent (EPA) and Texas Waste Commission (TWC) and Texas Commission of Environmental Qualities (TCEQ) and/or fully permitted Part B Treatment and Storage Disposal Facility.

1.2 The Contractor shall provide technical assistance and all necessary items in order to satisfy this Scope of Service. The Contractor shall contract the various department's Contract Administrator and/or the City Purchasing Agent to discuss and resolve safety or procedural issues that may arise during the contract period.

2.0 Time of Performance

2.1 The Contractor shall perform all services Monday - Friday between the hours of 6:00 a.m. - 2:30 p.m. (Substation) and 6:00 a.m. - 6:00 p.m. (Main Station).

3.0 Solvent Specifications

3.1 The Contractor shall provide all solvent.

3.2 Prior to performing the work, the Contractor shall furnish the City of Houston with solvent specification sheets, material safety data sheets (MSDS) per 40 CFR 370.21 and the manufacturers instructions for use.

3.3 The solvent shall be non-flammable as classified under OSHA standards 29 CFR 1910.106 (NFPA No. 30) and have a low evaporation rate to minimize losses. Solvent must meet a minimum of 145 or greater flashpoint.

3.4 The Contractor shall not change the type of solvent without the City Houston's approval.

3.5 The City of Houston may require the Contractor to supply a different solvent if the approved solvent is found later not to be in compliance with the specification.

3.6 The Contractor shall not store new or used solvent on City of Houston property.

4.0 Used Solvent Transportation and Disposal Plan

4.1 The Contractor shall be completely responsible for the final disposal of used solvent residues if the used solvents are recycled. The Contractor shall specify the proposed recycle and final disposal destinations. The facilities shall be in compliance with EPA and TWC regulations. The City of Houston will approve or disapprove the Contractor's proposal prior to this work.

4.2 The Contractor shall be registered with the EPA as a transporter of waste and will be required to have an EPA transporter number in compliance with 40 CFD 263 Subpart A and 31 TAC Subchapter D.

4.3 The Contractor must have a minimum of two (2) drivers with Commercial Drivers License (CDL) including "H" Endorsement. The Contractor shall provide proof of CDL with "H" Endorsement prior to award of contract. The Contractor shall have one (1) designated driver assigned to perform services previously outlined in the Scope of Services. If the assigned driver is unavailable the Contractor shall have a designated backup service person with "H" Endorsement.

4.4 The Contractor shall prepare TWC manifests for the City of Houston. Copies of each manifest shall be returned to the City of Houston within twenty (20) working days.

4.5 The Contractor shall package, mark, placard and transport wastes in compliance with the Department of Transportation regulations specified in 49 CFR 172 and 173.

5.0 Permits, Licenses and Insurance

5.1 The Contractor shall provide to the City of Houston copies of all current local, state and federal permits and licenses, and certificate of insurance for all vehicle to be operated on the City of Houston property.

5.2 Pollution Liability insurance and safety shall be in compliance with V.A.C.S. 252.0435.

5.3 The Contractor shall give all notices and comply with all federal, state, and municipal laws, ordinances, rules regulations and orders of any public authority bearing on the performance of the contract. If the Contract is at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. The Contractor shall furnish to the City of Houston

certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining and renewing all necessary permits and licenses required for performance under the contract.

6.0 Safety

6.1 The Contractor shall prepare a written Safety and Emergency Response Plan to issue to all Contractor employees servicing this contract. The plan is to be in compliance with 40 CFR 263 Subpart Co, 31 TAC 335 Subchapter C, and 29 CRF 1910.120 (P) (8).

6.2 All Contractor's personnel shall conform to City of Houston Safety regulations while on City of Houston property. Proper personnel safety equipment shall be worn by the Contractor including at a minimum eye protection. Failure of the Contractor to conform to the safety standards set by the City of Houston may result in immediate termination of this contract.

6.3 The Contractor shall provide the City of Houston with documentation that an employee "right-to -know" program has been implemented in compliance with Texas House Bill 1112, Article 5182B - Hazard Communication Act and OSHA 29 CFR 1910.1200.

6.4 The City of Houston Safety will make periodic audits of parts washer unit servicing during the period of the contract. Performance deficiencies may result in the suspension of the contract.

6.5 All Contractor personnel shall carry proper personal and company identification while on the City of Houston property. Personnel shall wear suitable business uniforms with the Contractor's company name logo plainly visible. The Contractor employee's name shall be plainly visible on the front of the uniform.

6.6 The Contractor shall notify the Project Manager or its designated replacement in person before servicing any part washer.

6.7 All vehicles entering the City of Houston property must conform to all local, state and federal regulations and display the Contractor name on the exterior.

6.8 The Contractor shall select solvents with the lowest evaporation rate possible.

6.9 The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of the City of Houston and all applicable state and local laws, ordinances and regulations during the performance of this work. The Contractor shall indemnify the City of Houston for fines, penalties, and corrective measures that result from the acts of commission or omission of the contractor, its subcontractors, if any,

agents, employees, and assigns and their failure to comply with such safety rules and regulations.

6.10 The Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

6.11 The Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.

6.12 The Contractor shall provide warning signs, barricades and verbal warnings as required.

6.13 The Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.

6.14 The Contractor shall promptly notify the Engineer of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-l form)" and accident investigation reports of accidents as required, shall be provided to the Engineer.

6.15 The Contractor shall hold bimonthly safety meetings for all foremen, craft supervisors and workmen and maintain a written report of all such meetings. Copies of these written reports shall be made available to the City of Houston when requested.

6.16 The Contractor shall perform monthly jobsite inspections. A report of the Contractor's findings and observations, as well as corrective measures taken, where required, shall be prepared and made available to the City of Houston when requested.

6.17 The Contractor shall maintain a set of OSHA articles at their office/shop, as they apply to the work being performed. Copies shall be provided to the City of Houston when requested.

6.18 The Contractor shall submit to the City of Houston a copy of their firm's standard safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the work. These documents shall be submitted by the Contractor within fourteen (14) days after award of the Contract.

6.19 The Contractor shall assign, during performance of the work, a designated safety representative (in writing) to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to the City of Houston by the Contractor along with their safety policies and program procedures.

6.20 The Contractor shall maintain in their vehicle(s) (vehicles designated for COH service calls), at all times, a completely stocked first aid kit which contain all emergency medical supplies as currently recommended by the American Red Cross.

6.21 The Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the job site, emergency medical treatment either at the job site or at a nearby medical facility.

6.22 The City of Houston reserves the right to approve prior to commencing work and monitor the Contractor's safety policies and program procedures as applied during performance of the work.

Failure to comply with safety policies and program procedures, once approved by the City of Houston, shall be just cause for the complete termination of the Contract.

6.23 The Contractor shall comply with all requirements of Texas revised Civil Statute Annotated, Article 2368a (1989) and Occupational Safety and Health Administration Standard 29 CFR, part 1926, Subpart P-Excavations, dated October 31, 1989, and shall provide a copy of tables, charts, diagrams, drawing or tabulated data applicable to the manufacturer's equipment to the City of Houston prior to the commencement of any trenching operations that will be more than five (5) feet in depth.

7.0 Additional Requirements

7.1 Prior to implementation of the contract, the Contractor shall submit to the City of Houston a written Procedural Manual describing how the work shall be performed and provide the following information:

7.1.1 Specifications of the paint spray gun cleaners and paint waste containers shall be furnished by the Contractor in accordance with Exhibit "B", Section 9.5.

7.1.2 Specific procedures for servicing parts washers in accordance with Exhibit "B", Section 8.0.

7.1.3 Fresh solvent specifications in accordance with Exhibit "B", Section 3.

7.1.4 List all equipment to be used on City of Houston property in accordance with Exhibit "B",

Section 9.0.

7.1.5 Used solvent transportation and disposal plan in accordance with Exhibit "B", Section 4.0.

7.1.6 Safety and emergency spill response procedure plan in accordance with Exhibit "B", Section 6.1.

7.1.7 Names and telephone numbers of a least three (3) on-call personnel (no answering machines).

7.1.8 Copies of all permits, licenses, and insurance held by Contractor in accordance with Exhibit "B", Section 5.0.

7.1.8 Certification signed by the Contractor company officer stating that the Contractor's

practices, facilities, vehicles, documentation and disposal practices are in compliance with applicable regulations.

8.0 Specifications for Parts Immersion Cleaners

8.1 Remove used solvent and sludges from parts washers and place into a suitable container for transport.

8.2 Clean the interior shelves and screens and the exterior surfaces of the parts cleaner to remove accumulations of grease or dirt.

8.3 The Contractor shall inspect each parts cleaning unit using the inspection form.

8.4 The Contractor shall perform the service at the frequency specified in Exhibit "BB". In the event that the established services schedule cannot be maintained, the City of Houston shall be given a minimum of two (2) hours notice.

8.5 The Contractor shall replace used solvent with new solvent with a 145 flashpoint meeting the specifications described in Section 5.0 and fill to 90% of the rated capacity of each unit.

8.6 The Contractor shall clean up any spills or drip immediately. Spills in excess of two (2) gallons must be reported to the City of Houston immediately after spill control efforts have initiated.

8.7 The Contractor shall transport used solvent to the City of Houston approved recycling or disposal facility.

9.0 Equipment and Supplies

9.1 The quantity, size, location and service frequencies of the parts washers are detailed in Exhibit "B", Section 9.5 and Exhibit "BB".

9.2 All electrical equipment shall meet electrical codes specified in OSHA 29 CFR 1910.108 NFPA NO. 34), NFPA 497-A, NFPA 497-M, and NFPA 70 Article 500 of the National Electric Code.

9.3 The Contractor shall have available on each service vehicle all supplies and equipment to contain and clean up a forty-four (44) gal. (Maximum) solvent spills in accordance with the Contractor's Spill Response Plan approval by the City of Houston.

9.4 The Contractor shall provide trained workers to operate all of the necessary equipment. The workers shall also have fire prevention and spill control and clean up procedures training

specified in OSHA rule 29 CFR 1910.120 (p) (8).

9.5 Specifications.

A. 21 Self Contained Unit Multi-Level Part Cleaner: Model 14 or approved equal.

Sink Dimensions: Approximately 20.5 inches by 12.5 inches by 6.5 inches.

Overall Dimensions: Approximately 30 inches by 19 inches by 31 inches to 44 inches (at drain board).

Solvent Capacity: Approximately 5 U.S. gallons.

B. 1 Self Contained Unit Immersion Cleaner: Model 11 - Air Powered or approved equal.

Basket: Approximately 6 inches (15cm) by 11 inches (29cm).

Solvent Capacity: Approximately 6 U.S. gallons (23 liters).

C. 29 Self Contained Units Parts Cleaner: Model 16 or approved equal.

Sink Dimensions: Approximately 26 inches by 17 inches by 7 inches.

Solvent Capacity: Approximately 10 U.S. gallons (36 liters).

D. 16 Self Contained Unit Parts Cleaner: Model 30 or approved equal.

Sink Dimensions: 36 inches (91cm) by 26 inches (66cm) by 8 inches (20 cm).

Solvent Capacity: Approximately 20 U.S. gallons.

E. 12 Self Contained Vat Units.

Tank Dimensions: Approximately 44 inches (112 cm) by 24 inches (61 cm) by 17 1/2 inches

(44 cm) Parts Tray/ Basket: Approximately 16 inches by 12 inches by 2 inches Solvent

Capacity: Approximately 40 U.S. gallons. **OR APPROVED EQUAL**

F. 27 Self Contained Vat Units.

Tank Dimensions: Approximately 35 inches (90 cm) by 24 inches(61cm) by 17 inches (44 cm)

Parts Tray/Basket: Approximately 10 inches by 6 inches by 4 inches Solvent Capacity:

Approximately 30 U.S. gallons. **OR APPROVED EQUAL**

G. Circulating Electric Pumps
40 gallon and 30 gallon vats noted in sections 5.5 A & B shall be equipped with a circulating

electric pump (110V-60HZ) capable of circulating 3 to 5 gallons of solvent per minute.

Equipment provided with be either new or refurbished/remanufactured.

10.0 Specifications for Spray Paint Gun Cleaner and used Paint Removal System and Service

10.1 The Contractor shall furnish all personnel, equipment, supplies, solvent, and services necessary to provide the requested paint spray gun cleaner units and waste paint collection and removal services. The service shall include, at a minimum, providing and maintaining spray gun cleaners at the required locations, solvent for the cleaners, collection containers for paint waste, collecting and removing used solvent at the specified intervals, manifesting and transporting used solvent and paint wastes to recycling facility or disposal facility permitted by the Environmental Protection Agency (EPA) and the Texas Waste Commission (TWC). The Contractor shall provide technical assistance and all necessary items in order to satisfy this Scope of Service. The Contractor shall contact the Police Department Contract Administrator and/or City Purchasing Agent to discuss and resolve safety or procedural issues that may arise during the contract period.

10.2 Prior to implementation of the contract, the Contractor shall submit to the City of Houston a written Procedural Manual describing how the work shall be performed and provide the following information:

10.2.1 Specifications of the paint spray gun cleaner containers shall be furnished by the Contractor in accordance with Section 9.5.

10.2.2 Specific procedures for servicing and monitoring cleaner units and removing accumulated paint wastes and related material from City of Houston property in accordance with Section 11.0.

10.2.3 List all equipment to be used on City of Houston property in accordance with Section

13.0.

10.2.4 Paint waste an solvent transportation and disposal plan in accordance with Section 4.0.

10.2.5 Safety and emergency spill response procedure plan 2 (SPCC) in accordance with Section 6.0.

10.2.6 Names and telephone numbers of at least three (3) on-call personnel (no answering machines).

10.2.7 Copies of all permits, licenses, and insurance held by Contractor in accordance with Section 5.0.

10.2.8 Certification signed by the Contractor company officer stating that the Contractor's practices, facilities, vehicles, documentation and disposal practices are in compliance with applicable regulations.

10.2.9 Copy of the disposal facility's registration as mandated by OSHA 40CFR 264 and Texas 31 TAC 335, Subchapter F.

11.0 <u>Service Requirement.</u>

11.1 The Contractor shall furnish and properly install three (3) self-contained spray gun cleaner units.

11.2 All electrical equipment must meet electrical and ventilation codes specified in OSHA 29 CFP 1910.107 and 29 CFR Subpart S, NPPA 497A, NFPA 397-M, and NFPA 70 Article 500 of the NEC.

11.3 The Contractor shall furnish a container for the collection of paint wastes no smaller than 16 gallons and no larger than 55 gallons. The Container shall be in conformance with OSHA 29 CFR 1910.106 and 107.

11.4 The Contractor shall remove used solvent and paint sludges from cleaner units and collection containers and place into a suitable container for transport. The frequency of this service is specified by the City of Houston in Exhibit "BB".

11.5 The Contractor shall clean the surfaces of the spray gun cleaner to remove accumulations of paint waste. Perform work necessary to maintain unit in proper working condition.

11.6 In the event that the established service schedule cannot be maintained, the City of Houston shall be given a minimum of two (2) hour notice.

11.7 The Contractor shall replace used solvent with new or recycled solvent meeting the specifications described in Exhibit "B", Section 8.0 and fill to the rated capacity of each unit.

11.8 The Contractor shall clean up any drips or spills immediately. Spills in excess of two (2) gallons must be reported to the City of Houston immediately after spill control efforts have been initiated.

11.9 The Contractor shall transport paint waste and used solvent to a City of Houston approved recycling or disposal facility.

12.0 Equipment and Supplies.

12.1 The Contractor shall have available on each service vehicle all necessary supplies and safety equipment to contain and clean up solvent spills in accordance with the Contractor's Spill Response Plan approved by the City of Houston.

12.2 The Contractor shall replace any defective-cleaning units within twenty-four (24) hours.

12.3 The number of cleaner units and collection containers, locations, and service frequencies are provided in Exhibit "BB".

12.4 The Contractor shall provide trained workers to operate all of the necessary equipment. The workers shall also have fire prevention and spill control and clean up procedures training specified in OSHA rule 29 CFR 1910.120.

12.5 Specifications.

A. 3 Self Contained Unit Spray-Gun Cleaner: Model 1107 or approved equal.

B. Basket Dimensions: Approximately 19.5 inches in diameter.

C. Overall Dimensions: Approximately 28 inches in height, 20 inches in width, 20 length and 14 inches deep by 28.75 inches.

D. Solvent Capacity: Approximately five (5) U.S. gallons.

13.0 Additions & Deletions:

13.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like 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 contract services and charges or rates as an item already specified in the fee schedule. In the event the additional service is not identical to any item already under contract, 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 fee schedule.

14.0 Estimated Quantities Not Guaranteed:

14.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work 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.

15.0 Warranty of Services:

15.1 *Definitions:* "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.

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

15.3 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.

15.4 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.

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

Exhibit "BB"
Locations

Facility Name	Location	Number of Containers	Size
Public Works & Engineering			
Fleet Maintenance	801 Gillette	4	40 gal
Fleet Maintenance	801 Gillette	6	30 gal
Fleet Maintenance	8002 Airline	2	40 gal
Fleet Maintenance	8002 Airline	1	30 gal
Fleet Maintenance	100A Japhet	2	30 gal
Fleet Maintenance	100B Japhet	1	30 gal
Fleet Maintenance	100C Japhet	1	30 gal
Fleet Maintenance	100 1 Japhet	2	30 gal
Fleet Maintenance	7101 Renwick	2	30 gal
Fleet Maintenance	2700 Dalton	2	30 gal
Fleet Maintenance	802 East Burress	2	30 gal
Fleet Maintenance	5900 Teague	2	30 gal
Fleet Maintenance	5500 N. McCarty	1	20 gal
Fleet Maintenance	1700 East Crosstimbers	2	40 gal
Wastewater Operations	2525 S/Stg Macario Garcia	2	40 gal
Wastewater Operations	7440 Cullen	1	40 gal
Wastewater Operations	3013 Galveston Road	1	40 gal
Wastewater Operations	12319 ½ Almeda Road	1	40 gal
Wastewater Operations	4211 Beachnut	1	40 gal
Wastewater Operations	5423 Mangum Road	1	40 gal
Solid Waste Management	5617 Neches Street	2	30 Gallon
Solid Waste Management	1502 Central Street (Rebuild Shop)	2	30 Gallon
Solid Waste Management	1245 Judiway Street	1	30 Gallon
Solid Waste Management	11500 S. Post Oak Road	1	30 Gallon
Solid Waste Management	5703 Eastex Freeway	1	30 Gallon
Solid Waste Management	1506 Central Street	1	30 Gallon
Police	8300 Southeast – 8300 Mykawa	1	20 Gallon
Police	8300 Southeast – 8300 Mykawa	1	Paint Gun
Police	Westside – 3202 S. Dairy Ashford	1	20 Gallon
Police	Central – 52 Riesner	1	20 Gallon
Police	Clear Lake – 2855 Bay Area Blvd.	1	20 Gallon
Police	North – 9455 W. Montgomery	1	Paint Gun
Police	North – 9455 W. Montgomery	1	20 Gallon
Police	Northeast – 8301 Ley Road	1	20 Gallon
Police	Southwest – 4501 Beechnut	1	20 Gallon
Police	Northwest – 6000 Teague	1	20 Gallon
Police	Academy – 17000 Aldine Westfield	1	20 Gallon
Police	SWAT – 1500 West Dallas	1	20 Gallon
Police	Special Ops Bike Detail	1	20 Gallon

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. 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. 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. 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. 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. 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. 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. 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. 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"
SAMPLE LETTER OF INTENT

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

TO: **City of Houston**
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: S30-L23708

Bid Title: PARTS IMMERSION CLEANING SERVICES FOR VARIOUS DEPARTMENTS

Award Amount: $782,969.25

M/WBE Participation Amount: $86,896.62 **M/WBE GOAL:** 11%

1. Coyote Transportation Svs. agrees to perform work/supply goods and/or
Name of Minority/Women Business Enterprise

services in connection with the above-named contract and FCC ENVIRONMENTAL as:
Name of Prime Contractor

(a) ✓ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) _____ A Joint Venture

2 Coyote Transportation Ser. status is confirmed by M/WBE Director made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certification # 10-09-11529

3. FCC ENVIRONMENTAL and Coyote Transportation Services
Name of Prime Contractor **Name of 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 Provisions.

The Terms and Conditions of Attachment "D" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor	Signed-Minority/Women Business Enterprise
Branch Manager	Vice President
Title	Title
03-21-2011	03/21/2011
Date	Date

EXHIBIT "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, Kenneth Cherry Executive VP & GM as an owner or officer of
Name) (Print/Type) (Title)

FCC Environmental, LLC (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.

April 12 2011
Date

Contractor Name FCC Environmental, LLC

Signature Kenneth P Cherry

Title Executive VP & GM

ATTACHMENT C
Exhibit P

Contractor's Certification of No Safety Impact Positions In Performance of a City Contract

I, Kenneth Cherry (Name) (Print/Type) Executive VP & GM (Title) as an owner or officer of FCC Environmental, LLC (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.

April 12, 2011
Date

Contractor Name FCC Environmental, LLC

Signature Kenneth Cherry

Title Executive VP & GM

ATTACHMENT D

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

I, Kenneth Cherry (Name) (Print/Type) Executive VP & GM (Title) as an owner or officer of FCC Environmental, LLC (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.

April 12, 2011
Date

Contractor Name FCC Environmental, LLC

Signature Kenneth D. Cherry

Title Executive VP & GM

~~ATTACHMENT B~~ Exhibit G

DRUG POLICY COMPLIANCE DECLARATION

I, Kenneth Cherry (Name) (Print/Type) Executive VP & GM (Title) as an owner or officer of

FCC Environmental, LLC (Name of Company) (Contractor)

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

This reporting period covers the preceding six months from September 1 to March 31 20 11

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

X KDC Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

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

X KDC Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of total employees on safety impact positions during this reporting period is 3

X KDC Initial From 09/01/10 (start date) to 03/31/11 (end date) the following testing has occurred:

	Random	Reasonable Suspicion	Post Accident	Total
Number of Employees Tested	2		1	3
Number of Employees Positive				0
Percent Employees Positive				0

____ 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.

____ 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.

April 12, 2011
Date

Contractor Name FCC Environmental, LLC

Signature Kenneth D. Cherry

Title Executive VP & GM

EXHIBIT "H"
FEES AND COSTS

Year One

Item #	Material Description	Description	Unit of Measure	Unit Price
1		One-time set-up fee: 20 gallon immersion parts cleaner	EA	$0.00
2		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 8 weeks.	EA	$162.88
3		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 12 weeks.	EA	$171.05
4		One-time set-up fee: 30 gallon immersion parts cleaner	EA	$0.00
5		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$195.15
6		One-time set-up fee: 40 gallon immersion parts cleaner	EA	$0.00
7		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$231.28
8		One-time set-up fee: 5 gallon spray gun cleaner (Model 1107 or approved equal)	EA	$0.00
9		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 4 weeks.	EA	$165.00
10		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 8 weeks.	EA	$198.00

Year Two

Item #	Material Description	Description	Unit of Measure	Unit Price
1		One-time set-up fee: 20 gallon immersion parts cleaner	EA	$425.00
2		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 8 weeks.	EA	$162.88
3		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 12 weeks.	EA	$171.05
4		One-time set-up fee: 30 gallon immersion parts cleaner	EA	$750.00

5	Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$195.15
6	One-time set-up fee: 40 gallon immersion parts cleaner	EA	$850.00
7	Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$231.28
8	One-time set-up fee: 5 gallon spray gun cleaner (Model 1107 or approved equal)	EA	$1800.00
9	Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 4 weeks.	EA	$165.00
10	Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 8 weeks.	EA	$198.00

Year Three

Item #	Material Description	Description	Unit of Measure	Unit Price
1		One-time set-up fee: 20 gallon immersion parts cleaner	EA	$425.00
2		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 8 weeks.	EA	$162.88
3		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 12 weeks.	EA	$171.05
4		One-time set-up fee: 30 gallon immersion parts cleaner	EA	$750.00
5		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$195.15
6		One-time set-up fee: 40 gallon immersion parts cleaner	EA	$850.00
7		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$231.28
8		One-time set-up fee: 5 gallon spray gun cleaner (Model 1107 or approved equal)	EA	$1800.00
9		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 4 weeks.	EA	$165.00
10		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 8 weeks.	EA	$198.00

Year Four

Item #	Material Description	Description	Unit of Measure	Unit Price
1		One-time set-up fee: 20 gallon immersion parts cleaner	EA	$425.00
2		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 8 weeks.	EA	$162.88
3		Service charge for rental of 20 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 12 weeks.	EA	$171.05
4		One-time set-up fee: 30 gallon immersion parts cleaner	EA	$750.00
5		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$195.15
6		One-time set-up fee: 40 gallon immersion parts cleaner	EA	$850.00
7		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$231.28
8		One-time set-up fee: 5 gallon spray gun cleaner (Model 1107 or approved equal)	EA	$1800.00
9		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 4 weeks.	EA	$165.00
10		Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 8 weeks.	EA	$198.00

Year Five

Item #	Material Description	Description	Unit of Measure	Unit Price
1		One-time set-up fee: 20 gallon immersion parts cleaner	EA	$425.00
2		Service charge for rental of 20 gallong immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 8 weeks.	EA	$162.88
3		Service charge for rental of 20 gallong immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 12 weeks.	EA	$171.05
4		One-time set-up fee: 30 gallon immersion parts cleaner	EA	$750.00
5		Service charge for rental of 30 gallon immersion parts cleaner, maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.	EA	$195.15
6		One-time set-up fee: 40 gallon immersion parts cleaner	EA	$850.00
7		Service charge for rental of 30 gallon immersion parts cleaner,	EA	$231.28

	maintenance of parts cleaner, solvent, removal of spent materials, manifesting of disposed wastes, service interval every 4 weeks.		
8	One-time set-up fee: 5 gallon spray gun cleaner (Model 1107 or approved equal)	EA	$1800.00
9	Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 4 weeks.	EA	$165.00
10	Service charge for rental of 5 gallon spray gun, cleaner (Model 1107 or approved equal). Maintenance of parts cleaner, solvent, removal of solvent, spent materials and manifesting of disposed wastes. Service interval every 8 weeks.	EA	$198.00

EXHIBIT "I"
PAY OR PLAY PROGRAM

Document 00460
(Form POP-1A)

City of Houston

Pay or Play Program
Acknowledgement Form

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature: _____ Date: 4-18-2011

Print Name: TODD FORD City Vendor ID: _____

Company Name: FCC ENVIRONMENTAL LLC Phone Number: (832) 309-0443

Email Address: DAN.POBUDA@FCCENVIRONMENTAL.COM

Revised 07-22-2008

FORM POP 2 (DOCUMENT 00630)

CITY OF HOUSTON
STANDARD SPECIFICATION
FORM POP 2 (DOCUMENT 00630)

AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE
CERTIFICATION BY BIDDER
EFFECTIVE 7.1.07

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: FCC ENVIRONMENTAL (Contractor/Subcontractor) $ 782,969.25 (Amount of Contract)

Contractor Address: 4415 E. GREENWOOD ST., BAYTOWN, TX 77523

Project No.: [GFS/CIP/AIP/File No.] L 23708

Project Name: [Legal Project Name] Parts Immersion Cleaning Services

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 [X] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.

[X] Yes [ ] No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet 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 and no more than $150 per month.

[ ] Yes [X] 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.

[X] 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.

[X] 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.

[ ] Yes [X] 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.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	3	0
Covered Employees	3	0
Non-Covered Employees	0	0
Exempt Employees	1	0

*Required

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

CONTRACTOR (Signature) DATE 4-18-2011

Todd Fern Vice President
NAME AND TITLE (Print or type)

Form POP 2 Revised 05/12/2010