

EXHIBIT "A"

SCOPE OF SERVICES

The Department of Neighborhoods anticipates selecting firms, based upon their qualifications, to be known as the "Qualified Contractors List".

1.0 STATEMENT OF WORK

- 1.1 Contractor shall establish and maintain a business operation to supply, assign and maintain tools and equipment for use in the cleaning and clearing of lots identified by the Director as well as the abatement of graffiti on properties identified by the Director. Contractors shall dispense equipment to City employees, neighborhood organizations, probationers and civic organization as approved by the City. Contractors shall coordinate the use of volunteers in City-designated clean-up campaigns. Contractors shall respond to citizens, volunteers, and/or neighborhood organization inquiries regarding program participation and coordinate the mowing of lots. Contractor shall not coordinate the clearing of lots on private property or abatement of graffiti on private property without prior approval of the Director.

2.0 INTENT

- 2.1 It is the intent of these specifications to negotiate a fixed-price service contract for the coordination of services related to graffiti removal, mowing, and the pick-up and removal of items of debris and litter as illustrated by bottles, cans, paper, tires, and similar debris and litter, from private and public properties in the City of Houston, Harris County.
- 2.2 The City shall, from time to time, issue additional regulations as needed to the Contractor, to provide clarity of contract services required as a result of administrative, policy or ordinance change.

3.0 EQUIPMENT

- 3.1 The City shall make available for the Contractor's use, graffiti removal equipment, and lawn mowing and debris removal equipment currently owned by the City. All equipment must carry the appropriate City of Houston asset inventory tags. The City shall provide a location for the storage of equipment to be used under this contract. All additional supplies, materials, repair or replacement parts, equipment or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, and size customarily used in the trade for such work. The Contractor at the Contractor's expense shall replace any such items deemed unsuitable by the City. The City will not be responsible for damage to or loss of supplies, materials, tools, equipment or personal property belonging to the Contractor or his/her employees. Contractor is responsible for the maintenance of all equipment to be used under this contract.
- 3.2 Equipment and supplies made available to the Contractor by the City or purchased under the contract shall remain the property of the City of Houston. Before Contractor purchases any equipment or supplies on behalf of the City. The Contractor shall solicit three telephone bids and purchase any equipment or supplies at the best available price. However, if the purchase/quote price were to exceed \$15,000.00 the Contractor must seek prior written approval from the Director. The equipment and remaining supplies shall be returned to the City within 30 days following the termination of the contract, unless the Director extends that time period. Non-repairable equipment shall be disposed of in accordance with City policy.

4.0 MINIMUM EQUIPMENT AND SUPPLY REQUIREMENTS

- 4.1 Contractor shall provide and/or maintain the following minimum equipment and supplies when performing services under the terms of this Agreement:
 - 4.1.1 Lawn Mowers
 - 4.1.2 Weed eaters and cords
 - 4.1.3 Gloves
 - 4.1.4 Weed Cutter
 - 4.1.5 Rakes
 - 4.1.6 Loppers
 - 4.1.7 Push Brooms
 - 4.1.8 Gas Cans
 - 4.1.9 Goggles
 - 4.1.10 Oil Mix
 - 4.1.11 Miscellaneous equipment parts, including but not limited to, tires, spark plugs, etc.
 - 4.1.12 Miscellaneous paint supplies, including but not limited to, paint rollers, trays, brushes, etc.
 - 4.1.13 Safety vests
 - 4.1.14 Safety Cones
 - 4.1.15 First Aid Kits
 - 4.1.16 Hard Hats

5.0 MINIMUM REQUIRED MANPOWER

- 5.1 Contractor shall employ at all times a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely and economically manage, operate and generally perform the scope of work under these specifications.
- 5.2 All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor. The City of Houston Purchasing Agent may require dismissal from work on this contract any employee is deemed incompetent or is identified as a potential threat to the health, safety, security, general well being or operational mission of this contract. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form 1-51.

6.0 CONTRACTOR WORK ASSIGNMENTS

- 6.1 Contractor shall coordinate the distribution of equipment for the abatement of weeded lots and removal of graffiti on properties selected by the Director.
- 6.2 Technical Specifications
 - 6.2.1 The Contractor shall deliver the following specifications to program participants.
 - a. Grass or weeds shall be cut to a height of approximately three inches, depending on the work order and type of terrain.
 - b. Bag debris and place on the curbside for collection.
 - c. If there are no concrete curbs and gutters, and where there are any drainage ditches, bridges, or culverts along any public ways adjoining any property, such ditches, bridges, or culverts shall be cleared and the same restrictions of height held applicable to the main portions of the property in question.

- d. If the property has a concrete slab or foundation, program participants shall mow around the slab or foundation. Program participant shall also cut grass, weeds, and other plants growing through cracks in the foundation or slab. All loose building materials are to be considered as trash/rubbish/debris and the Program participants shall clear and place materials at the curbside of the property, unless otherwise directed by the Contractor.

7.0 INSPECTION AND ACCEPTANCE

- 7.1 The participants' work shall be performed under general inspection and oversight of the Contractor.

8.0 SITE INSPECTIONS

- 8.1 The City reserves the right to make on-site inspections at any and all work sites, or at Contractor's premises to insure Contractor is providing a sufficient quantity of equipment and labor necessary to perform the work.

9.0 DEFICIENCIES/REMEDIES/PENALTIES

- 9.1 The City shall have the right to monitor and apprise the Contractor or its agent(s) of any deficiencies related to the performance of work or deficiencies related to work orders. The City shall document the type or extent of deficiencies by sufficient written inspection reports and inform the Contractor of work that remains to be done to achieve compliance with work specifications. The Contractor shall notify program participants to correct any noted deficiencies within two working days of being notified.

10.0 SAFETY

- 10.1 All equipment used for performance of services shall meet O.S.H.A. standards, and be licensed and inspected as required by applicable law. The City of Houston does not make any determination as to O.S.H.A. standards, licenses, and/or inspections. Copies of all applicable O.S.H.A. regulations can be obtained from the Department of Labor.

EXHIBIT "B"

PRICE SCHEDULE

SUPPLIES		
Item	Quantity	Total
Golves (String Knit) Per dz	417	\$1,951.56
Orange Safety Cones	20	\$400.00
Litter Grabbers	200	\$1,250.00
Heav Metal Rakes	30	\$487.80
Wheelbarrows	15	\$1,075.50
Water Coolers (10 Gallon)	15	\$1,064.40
Ice Chests - 48QT	4	\$121.60
Ice Chests - 96QT	4	\$327.00
Long Nose Shovels	80	\$892.00
Regular Shovels	60	\$991.80
100 Weedeater Cord (Line Trimmer)	300	\$2,535.00
Oil and Gas Mix - Kohler	800	\$3,520.00
Oil and Gas Mix - 2 Cycle	800	\$840.00
Goggles/Safety Glasses	100	\$215.00
Plastic Gas Cans	25	\$522.00
Square Head Hoe	18	\$195.66
Loppers	40	\$1,199.60
Hedge Trimmer	3	\$89.97
Hand Saws	2	\$16.70
Pitch Forks	4	\$122.80
Post Hole Diggers	6	\$176.70
Spading Fork	8	\$148.00
First Aid Kits	25	\$359.00
Safety Vests	400	\$668.00
Paint Bucket (5 Gallon)	50	\$249.50
Paint Brush, (3 Per Pack) Per Pack	133	\$555.94
Roller Frame (12 Per Pack)	120	\$160.80
Foam Roller (24 Per Parck)	240	\$364.80
Roller Trays	240	\$684.00
Masks	100	\$148.00
Paint Scraper	30	\$54.90
Tent	2	\$2,600.00
Tables	3	\$390.00
Table Cloth	2	\$840.00
Table Cloth	2	\$840.00
Supply Total		\$26,058.03

EQUIPMENT		
Item	Quantity	Total
Dixie Chopper	25	\$17,375.00
New STIHL Line Trimmer	35	\$5,475.00
Equipment Rental/Gasoline	12 Months	\$5,000.00
Parts	12 Months	\$10,000.00
Steel Safety Cabinet	2	\$2,524.00
Tool Maintenance Technician	35 hours/week	\$36,000.00
Seasonal Service Contractor	15 hours/week	\$9,000.00
Equipment Total		\$85,374.00
ADMINISTRATION		
Item	Quantity	Total
Office Supplies	12 Months	\$3,500.00
Insurance	12 Months	\$6,894.00
Program Coordinator	12 Months	\$46,000.00
Admin/Bookkeeping	12 Months	\$3,500.00
Administration Total		\$59,894.00
Subtotal		\$171,326.03
Contingency	10%	\$17,132.60
GRAND TOTAL		\$188,458.63

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, as amended and superseded, 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, as amended and superseded, 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 Contract Administrator(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, as amended and superseded, 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, as amended and superseded, 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, as amended and superseded, 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.



City of Houston
Pay or Play Program
Acknowledgement Form



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below 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.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

***Fill out all information below and submit this form with your bid/proposal packet.**

Q24470
Solicitation Number

Robin More Blut
Signature

March 19, 2013
Date

Robin More Blut
Print Name

115529
City Vendor ID

Houston Clean City Commission, Inc.
d/b/a Keep Houston Beautiful
Company Name

713-839-8855
Phone Number

rblut@houstonbeautiful.org
Email Address

Note: For more information contact your POP Liaison or the POP Contract Administrator. All contact information can be found on www.houstontx.gov → Departments → Office of Business Opportunity → Pay or Play.



**City of Houston
Certification of Compliance with
Pay or Play Program**



Contractor Name: Houston Clean City Commission, Inc. dba Keep Houston Beautiful \$ 810,000.00
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 3000 Richmond Ave., Suite 350, Houston, TX 77098

Project No.: [GFS/CIP/AIP/File No.] S30-Q#24470

Project Name: [Legal Project Name] Volunteer Clean Up Services on Neighborhood lots for the Department of Neighborhoods

POP Liaison Name: Robin Blut

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor 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 all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. 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 for single coverage only; 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.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

Estimated Number of	Prime Contractor	Sub-Contractor
Total Employees on City Job	2	
Covered Employees		
Non-Covered Employees		
Exempt Employees		

***Required**

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

Robin Blut

Contractor (Signature)

Robin Blut, Executive Director

Name and Title (Print or type)

June 12, 2013

Date

EXHIBIT "G"

1. **FORM POP1** – Acknowledgement of Agreement to Comply to with Pay or Play Program
Available at <http://www.houstontx.gov/obo/payorplay/pop1.pdf>.
2. **FORM POP2** – Certification of Agreement to Comply with Pay or Play Program
Available at <http://www.houstontx.gov/obo/payorplay/pop2.pdf>.

ATTACHMENT A ^{AD doc}

DRUG POLICY COMPLIANCE AGREEMENT

I, Robin More Blut, Executive Director as an owner or officer of
Name) (Print/Type)
(Title)

Houston Clean City Commission, Inc. dba Keep Houston Beautiful (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.

March 21, 2013

Date

Contractor Name Robin More Blut

Signature

Robin More Blut

Title

Executive Director

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

(Name) / _____ (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Engineer with respect to its bid, and hereby certify that Engineer has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved

in performing _____
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

ATTACHMENT ~~C~~^{DE}F

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

I, Robin More Blut, Executive Director as an owner or officer of
(Name) (Print/Type) (Title)

Houston Clean City Commission, Inc. dba Keep Houston Beautiful (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.

March 21, 2013
Date

Contractor Name Robin More Blut
Signature Robin More Blut
Title Executive Director

ATTACHMENT ~~D~~^{DE}E

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

I, Robin More Blut, Executive Director as an owner or officer of
(Name) (Print/Type) (Title)

Houston Clean City Commission, Inc. dba Keep Houston Beautiful (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.

March 21, 2013
Date

Contractor Name Robin More Blut
Signature Robin More Blut
Title Executive Director

EXHIBIT "H"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Myron F. Steves and Co. 3131 Eastside, Suite 600 Houston, TX 77098		CONTACT NAME: PHONE (A/C, No, Exd): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED Houston Clean City Commision Inc. dba Keep Houston Beautiful 3000 Richmond Avenue., Ste. 350 Houston, TX 77098		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: (AMENDED) INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 41297	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CPS1684932	11/05/2012	11/05/2013	EACH OCCURRENCE	\$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000.00	
	ERRORS & OMISSIONS GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 5,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$ 1,000,000.00
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						GENERAL AGGREGATE	\$ 2,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/OP AGG	\$ 1,000,000.00
A	HIRED/NON-OWNED AUTO	Y	Y	CPS1684932	11/05/2012	11/05/2013	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							WC STATU-TORY LIMITS	\$
							OTH-ER	\$
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
							EACH OCCURRENCE	\$ 1,000,000.00
							AGGREGATE	\$ 2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Errors and Omissions Coverage Part form GLS-172s - \$1,000,000 Each Claim/\$2,000,000 Aggregate
Certificate Holder is named as an Additional Insured per form CG 2010 (07/04) with a Waiver of Subrogation per form CG 2404 (05/09).
Project: S30-Q24470-Volunteer clean up services on neighborhood lots for the department of neighborhoods. Additional Insured and Waiver apply to the Hired/Non-Owned Auto Liability per form GLS-91s. Eff: 6-17-13

CERTIFICATE HOLDER

City of Houston/Administration & Regulatory Dept.
Strategic Purchasing Division/Attn: Richard Morris
PO Box 1562
Houston, TX 77251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fred Steves

Scottsdale Insurance Company

A.M. Best #: 002292 NAIC #: 41297 FEIN #: 211024878

Address: 8877 North Ganey Center Drive
 Scottsdale, AZ 85258-2108
 United States

Web: www.scottsdaleins.com
 Phone: 480-345-4000
 Fax: 480-483-6752

[Print this page](#) (2)

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, 002292 - **Nationwide Mutual Insurance Company** is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities](#) in this structure.

Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an AMB Rating Unit

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
 Financial Size Category: XV (\$2 Billion or greater)
 Outlook: Stable
 Action: Affirmed
 Effective Date: May 22, 2013
 Initial Rating Date: June 30, 1983
[View Under Review Best Rating](#)

Best's Credit Rating Analyst

Office: A.M. Best Company, Oldwick NJ
 Senior Financial Analyst: Raymond Thomson, ARe, ARM
 Managing Senior Financial Analyst: Gregory T. Williams

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
 Outlook: Stable
 Action: Affirmed
 Effective Date: May 22, 2013
 Initial Rating Date: May 03, 2008

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

 **AMB Credit Report - Insurance Professional** - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 5/31/2013 (represents the latest significant change).

 Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

 **Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
 Data Status: 2013 Best's Statement File - P/C, US Contains data compiled as of 7/26/2013 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

 **Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

- [Best's Insurance Reports - Online - P/C, US & Canada](#)
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July 30, 2013

Richard Morris
City of Houston
Sr. Procurement Specialist
Finance Department
Strategic Purchasing Division
900 Bagby
Houston, TX 77002

Re: S30-Q24470

Dear Mr. Morris,

The Houston Clean City Commission, Inc., dba, Keep Houston Beautiful, doesn't own any automobiles. If we purchase any autos in the future during the contract, we will provide owned auto coverage.

Best regards,

A handwritten signature in cursive script that reads "Robin Blum".

Robin Blum
Executive Director

POLICY NUMBER: CPS1684932

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) of Covered Operations
CITY OF HOUSTON/ADMINISTRATION & REGULATORY DEPARTMENT-STRATEGIC PURCHASING DIVISION PO BOX 1562 HOUSTON, TX 77251	3000 RICHMOND AVENUE, STE. 350 HOUSTON, TX 77098
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CPS1684932

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: CITY OF HOUSTON/ADMINISTRATION & REGULATORY DEPARTMENT-STRATEGIC PURCHASING DIVISION PO BOX 1562 HOUSTON, TX 77251</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS1684932	11/05/2012	KEEP HOUSTON BEAUTIFUL	42008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Additional Premium
Hired Auto Liability	\$ 1,000
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. HIRED AUTO LIABILITY

The insurance provided under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I-Coverages)** also applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" in the course of your business by you, or your "employees," but only for acts within the scope of their employment or while performing duties related to the conduct of your business.

B. NONOWNED AUTO LIABILITY

The insurance provided under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages)** also applies to "bodily injury" or "property damage" arising out of the use of any "nonowned auto" in the course of your business by you, or your "employees," but only for acts within the scope of their employment or while performing duties related to the conduct of your business.

C. With respect to this endorsement, SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND

PROPERTY DAMAGE, paragraph 2. Exclusions is amended as follows:

1. The following are deleted in their entirety:
 - e. **Employers Liability;**
 - g. **Aircraft, Auto or Watercraft;**
 - h. **Mobile Equipment; and**
 - j. **Damage to Property.**
2. The following are added:

This insurance does not apply to:

- a. "Bodily injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to an "employee" or co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or

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to your "volunteer workers" while performing duties related to the conduct of your business.

- (2) To your spouse, child, parent, brother or sister, or the spouse, child, parent, brother, or sister of the "employee" co-"employee," "volunteer worker," your partners or members (if you are a partnership or joint venture), or your members (if you are a limited liability company) as a consequence of Paragraph 2.a.(1) above.
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 2.a.(1) or 2.a.(2) above.
- (4) Arising out of the providing or failure to provide professional health care services.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- b. "Property damage" to property:
- (1) Owned, occupied, used or being transported by; or
 - (2) Rented or loaned to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you or any of your "employees," co-"employees," "volunteer workers," partners or members (if you are a partnership or joint venture), or members (if you are a limited liability company).

D. With respect to this endorsement, the following are not Insureds under SECTION II - WHO IS AN INSURED:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any

co-"employee" of such person injured in the course of employment;

2. Any partners or members (if you are a partnership or joint venture), members (if you are a limited liability company) or executive officer with respect to any "auto" owned by such partners or members (if you are a partnership or joint venture), members (if you are a limited liability company), executive officer or members of their households;
 3. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
 4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 5. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.
- E. With respect to this endorsement, the following definitions are added to SECTION V - DEFINITIONS:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees," co-"employees," "volunteer workers," partners or members (if you are a partnership or joint venture), members (if you are a limited liability company), or members of their households.
3. "Nonowned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership or limited liability company a "non-owned auto" does not include any auto owned by any partner or member.

AUTHORIZED REPRESENTATIVE

DATE

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SCOTTSDALE INSURANCE COMPANY®

A Stock Insurance Company, herein called the Company

ERRORS AND OMISSIONS COVERAGE PART

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we," "us," and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION VI).

SCHEDULE

Description of Services: NON-PROFIT-ORGANIZATION - CLEANS UP COMMUNITIES

Coverage	Limits Of Insurance	
Errors or Omissions	\$ _____	1,000,000 Each Claim
	\$ _____	2,000,000 Aggregate
Premium Basis	Rate	Premium
INCLUDED	INCLUDED	\$ _____ INCLUDED

SECTION I - COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" as a result of an "error or omission" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages." However, we will have no duty to defend the insured against any "suit" seeking "damages" for an "error or omission" to which this insurance does not apply. We may, at our discretion, investigate any "error or omission" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to "errors or omissions" only if:
- (1) The "error or omission" takes place in the coverage territory; and
 - (2) The "error or omission" occurs during the policy period.
 - (3) Prior to the policy period, no Insured listed under Paragraph 1. of SECTION II - WHO IS AN INSURED and no employee authorized by you to give or receive notice of an occurrence or claim, knew that the "damages" had occurred, in whole or in part. If such a listed insured knew, prior to the policy period, that the "damages" occurred, then any continuation, change or resumption of such "damages" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Damages" which occurred during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of "damages" after the end of the policy period.
- d. "Damages" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any employee authorized by you to give or receive notice of an occurrence or claim:
 - (1) Reports all, or any part, of the "damages" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for "damages"; or
 - (3) Becomes aware by any other means that "damages" have occurred or have begun to occur.
- e. "Damages" because of "errors or omissions" include "damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "error or omission."

2. Exclusions

This insurance does not apply to:

- a. "Errors or omissions" for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- b. Any obligation of any insured under any workers' compensation, unemployment compensation, disability benefits law, Federal Securities Act of 1933, Employee Retirement Income Security Act of 1974 (ERISA) or under any similar law.
- c. Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
- d. Injury arising out of a dishonest, fraudulent, malicious or criminal act by any insured.
- e. (1) Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- (2) Any loss, cost, or expense arising out of any:
- (a) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) "Claim" or "suit" by or on behalf of a government authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.
2. This relief is not applicable unless the affected party does the following:
 - a. Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - b. Provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.
4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.