

TABLE OF CONTENTS

Page No.

I. PARTIES.....1

- A. Address.....1**
- B. Table of Contents1**
- C. Signatures4**

II. DEFINITIONS.....5

III. DUTIES OF CONTRACTOR.....9

- A. Scope of Services9**
- B. Coordinate Performance9**
- C. Payment of Subcontractors9**
- D. RELEASE.....10**
- E. INDEMNIFICATION10**
- F. SUBCONTRACTOR'S INDEMNIFICATION11**
- G. INDEMNIFICATION PROCEDURES.....12**
- H. Insurance13**
- I. Warranties16**
- J. Licenses and Permits16**
- K. Compliance with Laws17**
- L. Compliance with Equal Opportunity Ordinance17**
- M. MWBE Compliance17**
- N. Performance Bond18**
- O. Drug Abuse Detection and Deterrence.....18**
- P. Duty to Inspect19**

IV. DUTIES OF CITY.....20

- A. Payment Terms20**
- B. Taxes.....20**
- C. Method of Payment.....20**
- D. Limit of Appropriation.....20**
- E. Access to Site22**
- F. Certain Duties of the City.....22**
- G. Changes.....22**

V. TERM AND TERMINATION24

- A. Term24**
- B. Renewals25**
- C. Termination for Convenience by City.....25**
- D. Termination for Cause by City.....26**

E.	Termination for Cause by Contractor	27
VI.	MISCELLANEOUS	27
A.	Independent Contractor	27
B.	Force Majeure	27
C.	Severability	28
D.	Entire Agreement	28
E.	Written Amendment	28
F.	Applicable Laws	29
G.	Notices	29
H.	Captions	29
I.	Non-Waiver	29
J.	Inspections and Audits	30
K.	Enforcement	30
L.	Ambiguities	30
M.	Survival	31
N.	Parties In Interest	31
O.	Successors and Assigns	31
P.	Business Structure and Assignments	31
Q.	Remedies Cumulative	32
R.	Confidentiality, Conflict of Interest	32

EXHIBITS

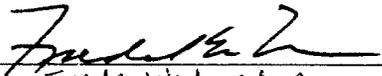
- A. Scope of Services
- B. Equal Employment Opportunity
- C. MWBE Subcontract Terms
- D. Drug Policy Compliance Agreement
- E. Certification of No Safety Impact Positions
- F. Drug Policy Compliance Declaration
- G. Fee Schedule
- H. Performance Bond
- I. Security Management Sites

C. Signatures

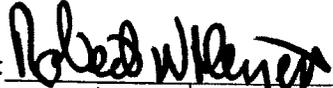
C. Signatures

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

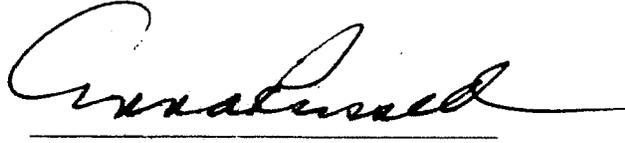
ATTEST/SEAL:

By: 
Name: Frederick London
Title: Secretary

PINKERTON'S INC.

By: 
Name: Robert Hoyer
Title: Sr. Vice President
Tax Identification No. 13-5318100

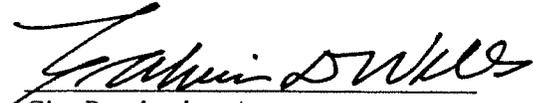
ATTEST/SEAL:


City Secretary

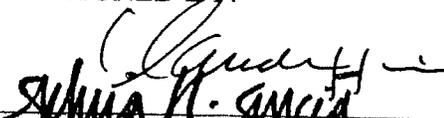
CITY OF HOUSTON, TEXAS

Signed by: 
Mayor 

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:


City Controller

APPROVED AS TO FORM:


Sr. Assistant City Attorney
L.D. File No.

DATE COUNTERSIGNED:

2/27/02

II. 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 and any written amendments authorized by City Council and Contractor.

"Certified Scanner" means a Security Officer who has received a minimum of 4 hours of training in scanning techniques, device and contraband recognition, and action to be taken upon recognition of explosives, weapons, or contraband.

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

"City Purchasing Agent" means the person or his or her designee, authorized in writing to act for the City.

"Commissioned Guard" means a Security Officer who holds a Security Officer's commission issued by the Texas Board of Private Investigators and Private Security Agencies, pursuant to Chapter 1702 of the Texas Occupations Code (Vernon 2001).

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

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Departments" mean the following initial departments and any other City departments that may be added to this Agreement after the Countersignature Date: Building Services, Police, Fire, Health and Human Services, Library, Municipal Courts, Planning & Development, Parks and Public Works & Engineering. Departments may be added or deleted from the Scope of Services as provided in this Agreement.

"Directors" mean the Directors of each of the Departments or the City Purchasing Agent for the City, or the person they designate.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Facility," "Facilities" or "Sites" means the participating Department buildings and premises as specified by the respective Directors, which may include, but shall not be limited to those places identified by each participating City Department shown in Exhibit "I".

"Field Supervisor Officer" means a Commissioned Officer whom the Contractor will name, who will provide dedicated field supervisor officer services to the City to coordinate and monitor the security services provided by the Contractor at all locations, sites and posts. The Field Supervisor Officer shall be available to perform his/her duties for any period of time that the Contractor has any Officer performing security duties.

"Holiday" means any day that has been designated as such by the City Council.

"Incident Report" means a written report prepared by a Security Officer for facility management detailing and describing any extraordinary or irregular event occurring during that Officer's duty shift that affects or might reasonably be expected to affect the security or safety of the facility, the property located thereon, or any person at the Facility.

"Location Security Requirements List" or "Post Orders" means those specific security requirements, as identified by the respective Directors, for each Facility identified (LSRL) and shall consist of:

1. A listing of the number of Security Officers/Certified Scanners and Supervisors required, whether they are to be Armed Officers commissioned or noncommissioned, the type of weapon, and the days and hours during which services are required, including specific work shifts;
2. A description of the location of officer posts or scanning posts, if any;
3. A description of required procedures for logging or recording exiting or entering persons and materials, if such logging is to be required;
4. A description of the geographical locations where the Director/Presiding Judge or his/her Designee desires services to be performed, including a description of required patrol routes and checkpoints, if any; and,
5. Any other specific instructions as to the particular facility involved.

"Noncommissioned Officer" means a Security Officer who holds a noncommissioned security card issued by the Texas Board of Private Investigators and Private Security Agencies pursuant to Chapter 1702 of the Texas Occupations Code, and who is unarmed while providing Security Officer Service as directed by Contractor under this Agreement.

"Notice to Proceed" means the written notice signed by the Director/Presiding Judge or his/her Designee and sent to the Contractor authorizing the Contractor to begin performance under this Agreement.

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

"Project Manager" means Contractor's Project Manager who shall be available at the Facilities at those times the Field Supervisor is not on-site. The Project Manager shall have a minimum of three (3) years' management and/or supervisory experience in the commercial security

officer service industry or an acceptable equivalent and shall be a Commissioned Guard.. The Project Manager shall solely be dedicated to this Contract and shall have no outside or other responsibilities. The Project Manager shall oversee the performance of the officer service and will perform duties that will include, but are not limited to the following:

1. Direct supervisory responsibility on behalf of Contractor at the Facilities.
2. Provide weekly work schedules to the Facility Managers, including schedules of relief personnel.
3. Maintain officer schedules, including overtime control, vacations, roll call changes, and prepare and circulate the weekly work schedules.
4. Provide daily scanner reports to the Facility Managers.
5. Provide daily summaries of Incident Reports to Facility Managers, including daily total officer hours, etc.
6. Provide daily activity reports to the Facility Managers.

"Security Officer Service(s)" means the prevention of intrusion, unauthorized entry, theft, vandalism, abuse, fire and trespass or other criminal activity on the designated premises of the City; the prevention, observation, or detection of any unauthorized activity in the Facilities or on the designated premises of the City, and the documentation of all authorized entry forms or conditions requiring response of the Security Officer.

"Security Officer" means a person employed by the Contractor to provide Security Guard Service under this Agreement, and includes Commissioned Guards (Armed) and Noncommissioned Officers (Unarmed).

"Site Supervisor Officer" means a Commissioned Officer who will wear a standard Contractor company uniform while performing security Officer duties. Site Supervisor Officers will perform security and supervisory duties for a Facility on an as needed basis as required by the Director/Presiding Judge or his/her Designee. Site Supervisor Officers shall report to the Project Manager to receive instructions for duty.

Staff-Hour" means a unit of measure equal to the services of one Security Officer for a period of one hour.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, tools, reports, transportation, insurance, subcontracts, bonds and supervision necessary to perform the services described in Exhibit "A."

B. Coordinate Performance

Contractor shall coordinate its performance with the participating Director and other persons that the participating Director designates.

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

D. **RELEASE**

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

E. **INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' 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:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR")

ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

F. SUBCONTRACTOR'S 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.

G. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,**
- (b) the basis on which indemnification may be due, and**
- (c) the anticipated amount of the indemnified loss.**

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

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

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but

not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

H. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$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.

- (2) Form of Policies. The City may approve the form of the insurance policies, but nothing the City does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement.
- (3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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, Property-Casualty United States.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the City 30 days' advance written notice. Contractor shall give written notice to the City within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Directors.
- (11) Proof of Insurance.
 - (a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the City with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained.
 - (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the City, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the City, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

I. Warranties

1. Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained, qualified, skilled and properly licensed persons having substantial experience performing the work required under this Agreement.

2. Contractor further warrants that it has and shall maintain in effect a valid Class B or Class C license issued by the Texas Board of Private Investigators and Private Security Agencies ("Board"). Additionally, Contractor warrants that it shall at all times provide Security Guard Services complying with the requirements of the Board.

J. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certifications, including all professional licenses required by this Agreement, any statute, ordinance, rule or regulation. This requirement includes, without limitation, certification of all Security Officers.

Contractor shall immediately notify the participating Fire or Police Director of any suspension, revocation or other detrimental action involving required licenses or certifications. If the Contractor does not maintain these professional licenses or certifications, the fire or police Director may immediately terminate this Agreement.

K. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

L. Compliance with Equal Opportunity Ordinance

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

M. MWBE Compliance

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 25% 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.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "C". 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.

N. Performance Bond

Contractor shall furnish a performance bond in substantially the form attached hereto as Exhibit "H" in the amount of \$2,000,000 and if and when the option years are exercised by the Directors, \$2,000,000 during each option year conditioned on Contractor's full and timely performance of the Agreement. The bond(s) must be issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

O. Drug Abuse Detection and Deterrence

(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.

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

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,

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

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 "F." 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.

(3) 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.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

P. Duty to Inspect

Contractor represents that it or its agent has inspected all Facilities affected by this Agreement and that it is not entitled to additional compensation for its failure to accurately account for all of the work to be performed under this Agreement.

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay Contractor for personnel at the hourly billing rates set forth in Exhibit G, and has the option of paying for equipment at the costs set forth in Exhibit G. The fees must only be paid from Allocated Funds, as provided below.

B. Taxes

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 City will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of monthly invoices submitted by Contractor and approved by the participating Directors, showing the hourly billing rates and number of hours worked for all categories of personnel who performed services during the previous month and itemizing any equipment provided and the cost thereof during the previous month. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(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

\$664,511.20 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:

(3) The City makes a supplemental allocation by sending a notice signed by the respective Director and the City Controller to Contractor in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of notice]
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ _____, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ _____.

SIGNED:

(Signature of the City Controller)
City Controller of the City

REQUESTED:

(Signature of the Director)
Director

(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.

E. Access to Site

Contractor may enter and leave all premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

F. Certain Duties of the City

In addition to its other duties under this Agreement, the City shall, to the extent permitted by law, provide access to and allow the Contractor to make copies of documents in the possession or control of the City or available to the City that are requested by the Contractor and are reasonably necessary for the Contractor to perform under this Agreement.

G. Changes

(1) At any time during the Agreement Term, the respective 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.

(2) The respective 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 Director]

(3) The respective Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the respective Director to approve Change Orders up to an aggregate limit of 5% of the original contract amount. Any Change Order in excess of this 5% aggregate must be approved by the City Council.

- (b) 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.
- (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(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's decision regarding a time extension is final.

(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) Change Orders are subject to the Allocated Funds provisions of this Agreement.

V. TERM AND TERMINATION

A. Term

This Agreement is effective on the Countersignature Date and remains in effect for three (3) years, unless sooner terminated under this Agreement. Upon written notice from the City Purchasing Agent to the Contractor, the term of this Agreement may be extended on the same terms and

conditions for a period of time not to exceed ninety (90) days for the completion of services hereunder or the provision of additional related services.

B. Renewals

If the City makes a written request for renewal to Contractor at least thirty (30) days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Agreement is renewed for two successive one-year terms upon the same terms and conditions.

C. Termination for Convenience by City

The City 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.

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 IV unless the fees exceed the allocated funds remaining under this Agreement.

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.

D. Termination for Cause by City

If Contractor defaults under this Agreement, the City 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City may extend the termination date to a later date. If the City allows Contractor to cure the default and Contractor does so to the City'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 may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City 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.

E. Termination for Cause by Contractor

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 City describing the default and the proposed termination date. The date must be at least 30 days after the City 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.

VI MISCELLANEOUS

A. Independent Contractor

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

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party will be 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, strikes, court orders, and the acts of superior governmental or military authority.

2. This relief is not applicable unless the affected party does the following:

(a) uses due diligence to remove the Force Majeure as quickly as possible;

- (b) provides the other party with prompt written notice of the cause and its anticipated effect; and
- (c) provides the other party with written notice describing the actual delay or non-performance incurred within 7 days after the Force Majeure ceases.

3. 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.

4. If the Force Majeure continues for more than 10 days, the City may terminate this Agreement by giving 7 days' written notice to Contractor. This termination does not constitute 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.

C. Severability

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.

D. Entire Agreement

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.

E. Written Amendment

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 adopted by

the City Council) and Contractor. The participating Directors are only authorized to perform the functions specifically delegated to them in this Agreement.

F. Applicable Laws

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.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

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.

An approval by a participating 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 participating Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may have the right to 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.

K. Enforcement

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.

L. Ambiguities

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.

M. Survival

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.

N. Parties In Interest

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

O. Successors and Assigns

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.

P. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 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.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

Q. Remedies Cumulative

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.

R. Confidentiality, Conflict of Interest

The Contractor recognizes that all records and data received by the Contractor shall be kept in strictest confidence by the Contractor. The Contractor shall not divulge such information except as approved by the City or as may be compelled by law or as required or permitted by this Agreement. The Contractor is strictly prohibited from allowing its Security Officers to work for any of the Department's clients or contractors without prior written approval from the City.

EXHIBIT "A"
SCOPE OF SERVICE

1.0 GENERAL

The Contractor shall provide competent, fully qualified and licensed Security Officers, Certified Scanners, and Supervisors as well as the necessary equipment and supervision to provide high quality Security Officer services at the Facilities. Contractor shall provide such Security Officer Service in accordance with the particular requirements for each location as specified in the Location Security Requirement List (LSRL) to be provided to the Contractor by the Director.

The Contractor shall make periodic oral or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement and attend meetings determined to be necessary by the Director. Contractor shall provide any reports that the Director may request in writing.

1.1 Contractor's Phase-In

Contractor must accomplish a smooth and successful transition of operations and services and will have up to a thirty (30) day phase-in period. Contractor's Phase-In period shall begin upon receipt of a start phase-in notice from the Director (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) days preceding the receipt of Notice to Proceed. The incumbent contractor shall be responsible for performing the duties and services listed in its contract during Contractor's Phase-In period. During the Phase-in period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the Security Officer Services. Contractor may use this Phase-In period to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-In Period, it is Contractor's responsibility to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Contractor shall have no responsibilities for operating or maintaining the Security Officer Services during the Phase-In Period. The Phase-In Period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Officer Services.

1.2 Post Orders

Post Orders shall remain in effect until altered by the Director. The Director may alter or amend all or any part of the existing Post Orders by notifying the Contractor in writing. Amended Post Orders shall take effect at 8:00 a.m. on the second day following their delivery by the City or at such earlier or later date as mutually agreed upon by the Department and Contractor. The Post Orders may be altered at any time during the term of the Agreement.

1.3 Security Officers/Certified Scanners Qualifications

A Security Officer employed by Contractor to provide Security Officer Service under this Agreement shall meet the following criteria:

- 1.3.1 21 years of age or older
- 1.3.2 High school graduate or must have obtained a Graduate Equivalency Diploma;
- 1.3.3 Able to speak, understand, read and write the English language; Officers can be dismissed immediately if there are communication problems and the officers will be replaced immediately at no additional cost to the City.
- 1.3.4 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
- 1.3.5 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
- 1.3.6 Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored;
- 1.3.7 Not be suffering from habitual drunkenness or from narcotics addiction or dependence;
- 1.3.8 Not have been discharged from the armed services of the United States under other than honorable conditions;
- 1.3.9 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. Skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 1.3.10 A minimum of six (6) month's previous experience providing commissioned or noncommissioned officer service.

- 1.3.11 Trained to provide Security Officer Service.
- 1.3.12 Knowledgeable about the Facility being secured, i.e., locations of exits, locations of restrooms, etc.
- 1.3.13 Must check in at each checkpoint designated in the LSRL, or attachments to the LSRL such as maps or drawings, and otherwise remain at his/her designated post throughout the entire designated shift.
- 1.3.14 Must undergo a minimum of 8 hours of job-specific on-site training per the requirements outlined above.
- 1.3.15 Trained to perform duties in a complex the size of the Department's locations.
- 1.3.16 Officers must be commissioned or registered under Chapter 1702 of the Texas Occupations Code.
- 1.3.17 Have no outstanding warrants or delinquent cases in this or any other jurisdiction.
- 1.3.18 Texas Commission on Law Enforcement Officers Standards & Education (T.C.L.E.O.S.E.) classes attendance is preferred.
- 1.3.19 Any additional licensing or training required under state or local regulations.
- 1.3.20 Bilingual (Spanish/English) preferred by the requirements of the Department. A bilingual guard at each facility is preferred. The Health Department requests 65% of their guards to be bilingual.

1.4 Job Specific, On-Site Training

Security Officers and Site Supervisors shall undergo a minimum of 8 hours of job-specific on-site training, with a person designated by the Director, at the Contractor's expense and prior to the assumption of Security Officer responsibilities. This training shall be documented, and such documentation shall be available upon request to the Director. The Director reserves the right to review all training documentation without prior notice. Training documentation shall consist of, at a minimum, comprehensive written tests, which all Security Officers must pass. Contractor shall organize and prepare information relative to the required Officer training classes. **Contractor shall send copies of all training information to the Facility Managers for their approval.** Contractor shall implement changes to the information provided in the training classes as the Facility Managers suggest.

Contractor shall ensure that all security personnel have satisfactorily completed the training specified herein before reporting for work on any post. Contractor shall notify the Director

of date, time, and place of scheduled training sessions. Department personnel may monitor training sessions. The Contractor shall test its personnel and provide the Department with the test results.

In addition, Contractor shall ensure that all project managers, supervisors, and professional security officers are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in the Facility. All personnel shall be properly trained in the operation of the Facilities and shall adhere to the Facility rules and regulations without exception.

All Security Officers shall receive Contractor-provided training comprehensive enough to effectively deal with:

- a. Customer service and courtesy;
- b. Security situations to include emergencies of fire, bomb threat, flood, and evacuation procedures;
- c. First aid and medical emergencies; and
- d. Assisting the disabled in a sensitive and helpful manner.

Additionally, Contractor shall provide its customized 40-hour Advanced Officer Training to all of its personnel working at the Facilities, prior to their beginning work at the Facilities, at no additional charge to the City.

1.5 Limitations on Security Officers' Hours

Contractor shall not assign any Security Officer to perform services under this Agreement if such assignment would require that the Security Officer work more than sixteen (16) hours in a consecutive forty-eight (48) hour period, or more than sixty (60) hours in a single seven (7) day period, unless the Contractor obtains the prior written approval of the Director. Contractor shall have sufficient personnel reserve, who are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an emergency/life threatening situation that could occur at the Facilities.

1.6 Security Officer's Equipment

The Contractor shall, at its expense and not at its employees' expense, equip each Security Officer with a distinctive uniform, and all basic officer supplies including black leather shoes, an identification card bearing a recent photograph of the Security Officer, a whistle, and a six-channel, communication device with sufficient range to provide communication between all Security Officers on duty at a particular Facility (when required in the LSRL). Contractor shall have two-way dispatch communication capability as well as a beeper

network. Officers required to work outside shall be supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia).

CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE.

1.7 Other Equipment

Contractor shall have a sufficient number of vehicles assigned to on-duty field supervisors so that the supervisors may meet with the Director within twenty-five minutes of being summoned. This requirement is in addition to any other requirements of this Agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio with sufficient range to provide communications between all Security Officers on duty at a particular Facility and with the Contractor's base station. Each vehicle shall be clearly marked as a security vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Contractor. Contractor shall also provide a two-way radio for the Security Control Center located at 611 Walker. The City does not require any specific type or brand of communication device. It is the Contractor's responsibility to ensure that the communication devices provide the needed communication. The City currently has 120 radios at sited posts.

Armed Security Officers, when required, shall be equipped with a hand gun of .38 caliber, or greater, and an appropriate holster. Identification cards will include the full name (first and last) of the Security Officer with the name typewritten or printed in ink and shall be worn at all times while on duty.

Contractor shall provide sufficient hand-held scanners to perform its services described herein. The current number of scanners at City posts are 15.

1.8 Supervision

Contractor shall have sole responsibility for field supervision of the Security Officers performing under this Agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing his/her duties in a safe and efficient manner and to ensure that each location at which Security Officer Service is provided is staffed in accordance with the LSRL (post orders) for that location. The City will have no obligation to exercise any supervisory authority over any Security Officer performing services under this Agreement.

Contractor shall have sufficient Supervisors on its staff so that the ratio of Supervisors to Security Officers on each shift is sufficient to provide coverage to the satisfaction of the Director. The Supervisors shall be trained as Supervisors, and have had previous experience

as Security Officer Supervisors. Contractor shall provide sufficient vehicles, at Contractor's expense, for Supervisors to inspect job posts and Security Officers under their supervision.

Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel with completed background checks and proper badging to staff Officer posts at multiple locations seven days a week, 24 hours per day, every day, inclusive of all City holidays, in accordance with specified Post Orders.

Upon receiving a call from the designated representative of the Department requiring the supervisor's attention, the supervisor will respond within 10 minutes via telephone and will be on-site at the Department location within 25 minutes of official notification by the Security Officer staff and/or Department staff during any 24-hour period to assist with the situation.

Contractor shall maintain a base office within the city limits of the City of Houston. Contractor shall provide a phone number(s) and pager numbers at which Contractor or a designated agent of the Contractor with supervisory authority may be reached on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.

Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There must be a minimum of four visits, at each of the different locations, per calendar month. Contractor shall submit documentation of these visits with its monthly invoices.

1.9 Response to Incidents

Contractor shall immediately contact the Department Designee, as well as the Facility Managers, the Houston Police Department or other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. Security Officers covered under this Agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether emergency or otherwise, shall be reported in writing to the Director by close of business on the first business day immediately following the incident.

1.10 Performance Standards for Officers

All Security Officers shall at all times meet the following criteria:

1.10.1 Maintain a neat and well-groomed appearance at all times.

1.10.2 Have ability to exercise good judgment.

1.10.3 Have ability to interact with people in a positive manner.

1.10.4 Have ability to maintain a high level of performance.

1.10.5 Shall not carry a weapon of any kind unless specified by the Director.

1.10.6 Shall not eat at their assigned post.

1.11 Reassignment or Removal of Security Officers

Contractor shall reassign or remove particular Security Officers from assignment to the Facilities upon receipt of a written or oral request from the Director to do so. The written or oral request will specify the name of the Security Officer whose assignment or removal is desired. Any person that the Director may deem incompetent or disorderly shall be promptly removed by the Contractor. Contractor shall replace any removed employee, should the Director recommend that the action be done for the good of the services being rendered, within 30 minutes from notification and at no additional cost to the City.

1.12 Mandatory Post Coverage

Contractor's personnel at the Department shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the Site Supervisor Officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated break area determined by the Director.

1.13 Public Relations

Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the Department with respect to any incident occurring at any of the Facilities. Contractor shall not issue any publicity (oral or written) of any nature that references this Agreement without the prior written consent of the Director.

1.14 Subcontractors

Contractor shall not substitute key personnel or subcontractors without Director's prior written approval.

1.15 Duties of Certified Scanners

Certified scanners shall staff either an x-ray screening device or a magnetometer and shall:

1.15.1 Set up and maintain guide ropes or other barriers leading from the entrance to the screening site.

- 1.15.2 Start and calibrate the magnetometer and x-ray device at the beginning of each shift.
- 1.15.3 Courteously and professionally direct persons entering the facility to the screening site.
- 1.15.4 Identify those personnel who are properly badged and admit them without screening.
- 1.15.5 Courteously and professionally direct persons entering in how to move through the screening site, including placing hand-carried items and packages on the x-ray conveyor.
- 1.15.6 Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience possible to person entering.
- 1.15.7 While staffing the x-ray device, effectively screen items that travel through the machine. This may include reorienting items, identifying suspicious items, and directing hand searches of appropriate items.
- 1.15.8 While staffing the magnetometer, have persons entering walk through the device after removing metal items from their persons. If the magnetometer alarms, the Scanner directs the individual to remove any remaining metal items, and walk through the device again. If the device alarms a second time, the scanner shall use hand-held magnetometer to conduct hand screening to determine the cause of the alarm.
- 1.15.9 When contraband, weapons, or suspected explosive devices are discovered, the discovering Scanner shall notify the Houston Police Department, the armed Security Officer and the Supervisor, and take other actions appropriate to the situation.
- 1.15.10 At the end of the working day, secure the magnetometers, x-ray devices and any other equipment or supplies used.

1.16 Duties of Armed Security Officers /Commissioned Security Officers when Assigned to a Screen Site

Each screening site shall be assigned to an Armed Security Officer who shall monitor and direct the activities of the Certified Scanners assigned to that site. The Armed Security Officer shall:

- 1.16.1 Direct persons entering to the proper screening site.
- 1.16.2 Monitor the flow of personnel, and not allow persons to avoid the screening site.
- 1.16.3 Assist the Scanners in their duties when required by the flow of traffic.
- 1.16.4 Apprehend persons who attempt to introduce weapons or devices in to the protected

facility, in compliance with City law.

- 1.16.5 When assigned to a secondary entrance, check badges and conduct hand screening of persons using those entrances.
- 1.16.6 Write and submit complete reports for all appropriate incidents.
- 1.16.7 Conduct periodic performance evaluations for all subordinates.
- 1.16.8 Staff a Scanner position when required.
- 1.16.9 Complete all seized property procedures as approved by the Director.

2.0 DATA, RECORDS, WORK PRODUCTS, ETC.

2.1 Personnel Time Log

Contractor shall use time clock cards at City Hall, City Hall Annex and 611 Walker only; time clock may be kept in the Security Officer room at City Hall. The time clock at City Hall Annex covers personnel working at City Hall, City Hall Annex and 611 Walker.

Personnel time logs and timecards shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All Personnel Time Logs shall be submitted to the City with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security Officer check-in at designated checkpoints. The Contractor understands that Contractor will not be paid if the Personnel Time Logs and time cards and the invoices do not agree. Health and Human Services utilizes sign-in logs for Contractor time. Each site administrative office verifies the hours worked and signs the log. At some locations Contractor security do clock in on City provided time clocks. Logs are provided with invoices to verify hours. Contractor shall use Wand Tour System where required to ensure Security Officers are making their rounds. Contractor shall give scanner reports to Facility Managers on a daily basis. This feature should continue at all locations except for the WIC sites. Our highest priorities are the 24 hour locations and facilities with extended hours such as the Multi Service Centers. One tour wand per site should be sufficient. If we needed additional wands, these must be provided at no additional cost to the City.

The Library Department uses a wand tour system that it owns, which Contractor may use at no cost.

2.2 Inspections and Reports

Contractor shall orally report the absence of any Security Officer from an assigned post or position to the Facility Manager. **This report shall not be made later than five minutes after the start of the reporting time for the post or position.** The report shall include the name of the absent employee, the post or position affected and Contractor's efforts to meet the security needs of the Department. **A relief officer or supervisor shall immediately fill the vacancy until other arrangements are made.**

2.3 Daily Activity Reports

Contractor shall ensure that Supervisors or Security Officers submit an approved written shift report ("Daily Activity Report") to the Facility Manager for every shift worked. The Daily Activity Report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

2.4 Sign-in Sheets

Contractor shall, on non-event days, ensure that all persons entering the Facility enter at the front door and sign in at the front desk. In addition, guests must be authorized to enter the Facility by a Department staff member or contractor. During event days, Contractor shall use its best efforts to ensure that unauthorized persons do not enter the Facility. If any conflict arises, Contractor shall notify the Facility manager immediately.

2.5 Weekly Work Schedules

Contractor shall submit weekly work schedules, for each of the Facilities, to the Facility Managers, prior to the beginning of each week. Facility managers may request that Contractor adjust the weekly work schedules. Facility Managers' requests may be made either orally or in writing.

3.0 IDENTIFICATION CARD REQUIREMENTS

All Security Officers shall be required to carry and have clearly displayed on their person, a photo identification card (commission or registration), issued by the Contractor, at all times when on City property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.

A copy of the actual commission cards, for commissioned Officers, shall be held by the Contractor for a minimum of six (6) months after the Security Officer becomes commissioned and shall be available for inspection, upon request, by the Director.

In addition, the Director may at any time ask the Contractor to submit to the Department a list of all Security Officers working on any specified day, for a random check of commission verification.

4.0 LIQUIDATED DAMAGES

4.1 Understanding

Contractor and City agree that the security services should be provided in an effective and efficient manner to ensure the security services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-compliance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.

However, under no circumstances shall liquidated damages assessed against the Contractor exceed \$100,000.00 in any given Agreement year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

4.2 Concept

Failure to comply with the requirements of this Agreement and more specifically this Exhibit "A" may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor will receive written notice of the details of non-compliance. The Contractor will have twenty-four (24) hours in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within twenty-four (24) hours and respond to the Director in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages will be applied. The twenty-four (24) hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.

The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled Security Officers not reporting for duty. In those instances, Contractor will be notified in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the discretion of the Director.

4.3 Inspection Rights

City reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of this Agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist.

4.4 Correctable Conditions include but are not limited to:

- 4.4.1 Failure to submit to Director all training material for approval.
Liquidated Damages – five hundred dollars (\$500.00)
- 4.4.2 Allowing employee who has not completed training to work without supervision.
Liquidated Damages – twenty-five dollars (\$25.00) per employee per day.
- 4.4.3 Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge).
Liquidated Damages – ten dollars (\$10.00) per occurrence
- 4.4.4 Lack of familiarity with Post Orders, or Facility layout, amenities or services.
Liquidated Damages – twenty-five dollars (\$25.00) per occurrence.
- 4.4.5 Failure to provide written daily activity report each day.
Liquidated Damages – twenty-five dollars (\$25.00) per occurrence.
- 4.4.6 Failure to provide weekly work schedule on time.
Liquidated Damages – twenty-five dollars (\$25.00) per occurrence.

NOTE: **Notice to Contractor of non-receipt of any required report may be made by telephone.**

4.5 Non-Correctable Conditions include but are not limited to:

- 4.5.1 Failure of Contractor to have a post staffed as scheduled.
Liquidated Damages – Contractor shall be periodically tested by the Department staff on its performance in this area. Deficiencies may result in, among other things, a charge of \$50.00 per hour for each hour or any portion thereof during which the post remains unmanned, per occurrence. The City shall determine hours missed by the Contractor by the four following methods: (1) City shall conduct on-site inspections to see if posts are filled; (2) City shall monitor daily activity reports (DARs); (3) City shall review Contractor's field supervisor reports; and (4) City shall review the time cards

for those posts requiring clock rounds, if any, and if the Officers fail to clock in, the City shall consider this as evidence that the Officers were not at their post.

4.5.2 Contractor employee asleep on duty.

Liquidated Damages – A charge of \$50.00 per occurrence in which any of the Contractor’s employees are found asleep. Contractor’s employees found sleeping on duty shall be replaced immediately.

4.5.3 Failure to provide adequate timesheet documentation showing Contractor’s employee worked number of hours charged to City.

Liquidated Damages – The amount charged for undocumented hours.

4.6 Repeat Conditions

Upon the third occurrence of any correctable condition, in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the twenty-four (24) hour period allowed for correction.

5.0 ADDITIONS AND DELETIONS

The Purchasing Agent or the Director, by means of a written authorization to Contractor may add other Facilities to this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. The Purchasing Agent or the Director may also delete Facilities, items or services by written notice. Written notification of the deleted Facilities, items or services shall take effect upon the Contractor’s receipt of such notice or on such other day as specified therein.

Addition of Facilities, items or services provided by Contractor shall be effectuated by substituting revised Scheduled or Scope of Services statements that shall add to or replace the existing Schedule in the LSRL or Scope of Services in Exhibit “A”, but only if the City has allocated sufficient funds to pay for the additions as provided in the Agreement. Additional items or services purchased by the City under this Agreement shall be priced at Contractor’s then current price for such items or services. As of the Countersignature Date, each item or service added shall be subject to this agreement, as if it had originally been a part but any charge for such additions shall start to accrue only as of the effective date. Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date such notice is received by the Contractor. In no event may Additions increase the cost to the City by more than twenty-five percent (25%) of the total amount of the Agreement.

All additions of personnel and buildings will be done on the start dates as requested by the department. In natural disaster emergencies officers will be provided immediately at the department’s request.

6.0 Contractor's Phase-Out

Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide safe and efficient facilities operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-out period. Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters. All departments being added upon expiration of their contracts will give Contractor a 30-day notice to proceed for their facilities.

7.0 OUTSIDE EMPLOYMENT

Contractor shall have a non-exclusive opportunity to offer hourly Event Officer Services to clients of the Department ("Event Officer Services"), if such services are approved in advance, either orally or in writing, by the Director. Event Officer Services may be discontinued at any time, upon Contractor's receipt of Director's written notice to suspend Commission Security Officer Services. The Department clients shall have the option of providing their own security company for their event.

As consideration for the opportunity to provide Event Officer Services, Contractor shall submit, with its monthly invoices, a statement showing the hours and hourly rate billed to such clients and remitting to the City, in the form of a credit, **\$1.00** for each hour of Event Officer Services provided, whether collected or not.

The form of the Contractor's written agreement with the Department's clients shall be subject to the prior written approval of the City Attorney (or his designee).

Notwithstanding the foregoing, Contractor's employees shall not allow clients, or unknown persons from the public at large, unauthorized access to secured areas of the Facilities at any time.

8.0 SALARIES FOR CONTRACTOR'S EMPLOYEES

In order to maintain the highest quality level of professional security services, Contractor shall ensure employees are compensated at, or above, the following minimum salary levels:

8.1 WAGE BASE

First Year

<u>Description/Position Title</u>	<u>Minimum Hourly Wage</u>
Unarmed Officer	\$8.00
Armed Officer	\$9.00
Site Supervisor	\$11.25
Project Manager	\$13.50

Second Year

<u>Description/Position Title</u>	<u>Minimum Hourly Wage</u>
Unarmed Officer	\$8.25
Armed Officer	\$9.25
Site Supervisor	\$11.50
Project Manager	\$13.75

Third Year

<u>Description/Position Title</u>	<u>Minimum Hourly Wage</u>
Unarmed Officer	\$8.50
Armed Officer	\$9.50
Site Supervisor	\$11.75
Project Manager	\$14.00

First Option Year

<u>Description/Position Title</u>	<u>Minimum Hourly Wage</u>
Unarmed Officer	\$8.75
Armed Officer	\$9.75
Site Supervisor	\$12.00
Project Manager	\$14.25

Second Option Year

<u>Description/Position Title</u>	<u>Minimum Hourly Wage</u>
Unarmed Officer	\$9.00
Armed Officer	\$10.00
Site Supervisor	\$12.25
Project Manager	\$14.50

EXHIBIT "B"

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 "C"
MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within 5 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration must be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the City's Affirmative Action Division Office.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

EXHIBIT "D"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT "E"

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____,
(Name) (Title)

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

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in .5.17 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)

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)
_____ (Contractor)
(Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 19____.

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

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

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

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

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

Random Reasonable Post
Suspicion Suspicion Accident Total

Number Employees Tested
Number Employees Positive
Percent Employees Positive

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.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "G"
FEE SCHEDULE

EXHIBIT "H"
PERFORMANCE BOND

EXHIBIT I
SECURITY MANAGEMENT SITES