SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS

COUNTY OF HARRIS

BID # _____

ORDINANCE # 07-0457

CONTRACT # 4600007649

I. PARTIES

A. Address

THIS AGREEMENT FOR ARMORED CAR SERVICES FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **TRIPLE D. SECURITY, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Triple D. Security, Inc.
901 Profit
Victoria , Texas 77902
Phone: 361-578-5140

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

C. Parts Incorporated

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

D. Controlling Parts

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

E. Definitions

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

F. **Signatures**

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

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

By: Lara Lack
Name: LARA LACK
Title: VICE-PRESIDENT

ATTEST/SEAL:

City Secretary

APPROVED:

City Purchasing Agent

Triple D. Security, Inc.

By: Jay Lack
Name: JAY LACK
Title: president
Federal Tax ID Number: 742321437

CITY OF HOUSTON, TEXAS
Signed by:

Bill White
Mayor

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

4-20-07

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

3-19-2007
Date

Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

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

C. INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, 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) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

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

D. 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 the anticipated amount of the indemnified loss.

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

(2) Defense of Claims

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

(b) Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that 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.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

$1,000,000 per occurrence; $2,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(3) Automobile Liability insurance

$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) 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)

(5) Umbrella (Excess) Coverage $1,000,000

(6) Crime coverage – "Armored Car Third Party Money and Securities" $200,000.00

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

(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.

F. Warranties

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

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

(1) that all items are free of defects in title, material, and workmanship,

(2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

(3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

(4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

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

H. Compliance with Equal Opportunity Ordinance

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

I. 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 3% 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 in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. **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 "E", 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 "F".

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(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.

K. Environmental Laws

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

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Performance Bond

The successful Contractor shall be required to provide a Performance Bond or a Clean Irrevocable Letter of Credit in the amount of **100%** of the total recommended award amount for the initial term of the contract.

The Contractor shall furnish and maintain a performance bond in the amount of **100% of the total contract cost, renewable annually**, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of one year and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "I".

If the City exercises any option years, Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "I" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds $100,000, 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.

M. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

N. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

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

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

.III. DUTIES OF CITY

A. Payment Terms

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

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

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

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. 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 $62,709.20 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 Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council 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 Agreement, 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.

F. Changes

(1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

(3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

(a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to $25,000. A Change Order of more than $25,000 over the approved contract amount must be approved by the City Council.

(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 Purchasing Agent's or Director'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.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for one (1) year after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement (the "Initial Term").

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

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

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 III 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.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing

Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent 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.

G. 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 Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

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 is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2. 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; and

   (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

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 duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

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. 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 the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2)

inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. 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.

K. 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.

L. 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.

M. Parties In Interest

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

N. 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.

O. 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 City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear

identification of the fees to be paid to the Assignee.

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

P. 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.

Q. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A"
DEFINITIONS

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

EXHIBIT "B"

SCOPE OF SERVICES

1.0 Scope of Services:

The Armored Car Service Contractor (hereinafter referred as "Contractor") shall provide all labor, materials, tools, equipment, transportation and superintendence necessary to transport sealed shipments containing currency, coin, checks and/or securities, to receipt therefore, and to deliver same in like condition to a designated consignee. All cash monies shall be bundled in groups of $200,000.00 or less. No bundle shall at any time contain any more than $200,000.00 in cash and there will be only one bundle per bag.

1.1 The Contractor shall perform all services in strict accordance with the Schedule of Services Section 5.0 herein, during normal City business hours, provided that if a designated day or date for pickup or delivery falls on a City Employee Holiday as designated by the City Council, or in the event of some other irregularity, performance shall be as regularly required by the Schedule of Service for the locations specified in the Schedule. Pickup and delivery to and from all other specified locations shall be as directed by the Director or designated representative. No additional payment over the monthly rate specified in the contract "Fee Schedule", shall be authorized for holiday pickup.

1.2. Shipments must be signed for, evidencing products and amounts, by the contractor's representative, and must be securely sealed and fastened with an instrument, which cannot be removed or refastened without leaving visible signs on tampering. The City will usually provide canvas locked bags when transporting money from one location to another. However, tamper evident bags must be used by Contractor to transport monies to Chase Bank's downtown location.

1.3. The Contractor shall assume entire liability for any loss of any shipment. The liability shall commence when the shipments have been received into its possession and shall terminate when the shipments have been delivered to the designated consignee; provided, however, that in case any shipment is delivered to the Contractor not distinctively and securely sealed, the Contractor shall in no event be liable for any shortage claimed in any such shipment if the Contractor, prior to acceptance of the shipment, notifies the Director of Finance and Administration of the deficiency in the sealing of the shipment and the Director is given opportunity to cure any deficiencies. If a loss occurs, the City agrees to cooperate with the Contractor in the identification and replacement of lost destroyed or stolen checks. The Contractor shall notify the Department Director in writing of any loss within 36-hours after such occurrence. Dollar amounts for a pickup and/or delivery range from approximately $1,500.00 to $5,000,000.00.

1.4. Contractor **shall** provide two commissioned security officers licensed to carry a firearm per truck on all calls made for pick up or delivery of City's funds.

1.5 Contractor shall deliver and return deposit slips, bank bags, etc. in a timely manner, as direct by each Department Director or designated representative, to ensure uninterrupted service. Any security deposit containers, such as bank bags, lost by the Contractor and not recovered within seven (7) days shall be replaced by the Contractor, at no additional cost to the City.

2.0 Certifications/Personnel and Qualifications:

Contractor must have commissioned security officers licensed to carry a firearm.

3.0 Houston Airport System Pick-up and Deposit

Intercontinental Airport (IAH), Revenue Control office located in Terminal A-East Baggage Claim Area, Ground Level require deposits be picked up three (3) times a week, once a day on Mondays, Wednesdays and Fridays, between the hours of 11:00 a.m. and 12:30 p.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.

Intercontinental Airport (IAH) Finance and Administration office located at 16930 John F. Kennedy Blvd. Administration Building Annex requires deposits be picked up five times a week, once daily Monday

through Friday, between the hours of 10:00 a.m. and 11:30 a.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.

Hobby Airport (HOU) Revenue Control office located in room 114W requires that deposits be picked up three times a week, once a day on Mondays, Wednesdays and Fridays, between the hours of 10:00 a.m. and 11:30 a.m. Deposits from all pick-ups shall be deposited on the same day they are picked up.

4.0 Late Arrivals:

4.1 **Houston Airport System only:** Contractor must arrive at Houston Airport System locations before the latest arrival time for the specific location as specified in Section 3.0. If the Contractor is going to be late, the estimated late arrival time must be communicated as follows:

Intercontinental Airport:
Communicate before 12:00 p.m.

Intercontinental Airport Administration:
Communicate before 11:00 a.m.

Hobby Airport:
Communicate before 11:00am

4.2 (a) Disruption of the above scheduling parameters will cause damage to the Houston Airport System in the form of additional overhead; however, such damage is difficult to measure and ascertain. As such, Contractor agrees to grant "late arrival credits" or "no arrival credits" on the next invoice following the failure to comply with the above scheduling parameters. The parties stipulate and agree that these credits are not to be construed as a penalty but are a fair approximation of the damage caused the City. Further, the late arrival or no arrival credits shall not preclude the City from pursuing other remedies available to it for other breaches of this contract.

(b) Each credit shall be in the form of a deduction from Contractor's monthly invoice as follows:
(i) For every late arrival with notice beyond two for the month, a credit equal to 50% of the pickup charge.
(ii) For every no arrival with notice, a credit of equal to the amount of the pickup charge.
(iii) For every late arrival without notice, a credit of 50% of the pickup charge..
(iv) For every no arrival without notice, a credit equal to the amount of the pickup charge.

5.0 Schedule of Services:

	Department	Schedule	Weekly Pickup	Time
1	Houston Airport System George Bush Intercontinental (IAH)	Call at IAH Terminal A, Mezzanine Level HAS Finance, Revenue Control	Monday, Wed and Friday One trip per Day	11:00 a.m. - 12:30 p.m. Same Day Deposit
2	Houston Airport System (William P. Hobby)	Call at William P. Hobby Revenue Control (baggage claim area) Houston, Texas 77061	Monday, Wed and Friday One trip per Day	10:00 a.m. - 11:30 a.m. Same Day Deposit
3	Houston Airport System Administration	Call at 16930 John F. Kennedy Blvd. Administration Annex Houston, Texas 77032	Monday – Friday One trip per Day	10:00 a.m. – 11:30 a.m. Same Day Deposit

4	Convention & Entertainment Facilities	Call at 1001 Avenida de las Americas, Suite 1.5 Accounting Dept. Houston, Texas 77010	Monday, Wed and Friday One trip per Day	9:00 a.m. – 12:00 p.m. Same Day Deposit
5	Finance & Administration	Call at 611 Walker, 2nd Floor, Commercial Permitting & Enforcement, Houston, Tx. 77002	Monday – Friday	1:00 p.m.-3:00 p.m. Same Day Deposit
6	Fire Department	1205 Dart Street, Room 113 Houston, Texas 77007	Monday, Wed and Friday 1 trip per Day	10:00 a.m. – 3:30 p.m. Same Day Deposit
7	Health & Human Services	Rabies Control Division 2700 Evella Street Houston, Texas 77026	Monday & Friday One trip per Day	9:00 a.m. – 2:00 p.m. Deposits to be made between 9:00 a.m. – 10:00 a.m. next day
8	Health & Human Services	Bureau of Vital Statistics 8000 North Stadium Dr. Houston, Texas 77054	Monday – Friday One trip per Day	2:30 p.m. – 4:30 p.m. Deposits to be made before 3:00 p.m. the next day (M-F)
9	Health & Human Services	Lyons Health Center 5602 Lyons Avenue Houston, Texas 77020	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
10	Health & Human Services	Acres Homes MSC 6719 W. Montgomery Houston, Texas 77091	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Next Day Deposit
11	Health & Human Services	Northside Health Center 8504 Arkansas Houston, Texas 77093	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
12	Health & Human Services	La Nueva Casa De Amigos Health Center 1809 N. Main, Houston, Texas 77004	Friday One trip per Day	9:00 a.m. – 11:00 a.m. Same Day Deposit
13	Health & Human Services	Magnolia Health Center 7037 Capital, Houston, Tx. 77011	Tuesday One trip per Day	8:00 a.m. –11:00 a.m. Same Day Deposit
14	Health & Human Services	Kashmere MSC 4802 Lockwood Houston, Texas 77026	Friday One trip per Day	9:00 a.m. –11:00 a.m. Same Day Deposit
15	Health & Human Services	Sunnyside Health Center 9314 Cullen, Houston, Tx. 77051	Friday One trip per Day	2:00 p.m. –4:00 p.m. Next Day Deposit
16	Health & Human Services	West End Health Center 190 Heights Blvd. Houston, Texas 77007	Friday One trip per Day	9:00 a.m. –11:00 a.m. Same Day Deposit (Cancelled Temporarily)
17	Health & Human Services	Laboratory Services and Emergency Medical Services 1115 South Braeswood – 2nd floor Houston, Texas 77030	Friday One trip per Day	11:00 a.m. – 3:00 p.m. (Delivery of City of Houston Bank Deposit) Same Day Deposit
18	Health & Human Services	Metropolitan MSC 1475 W. Gray Street Houston, Texas 77019	Friday One trip per Day	11:00 a.m. – 3:00 p.m. Same Day Deposit

19	Health & Human Services	Third Ward MSC 3611 Ennis Houston, Texas 77073	Friday One trip per Day	9:00 a.m. –12:00 p.m. Same Day Deposit
20	Health & Human Services	Environmental Health Services 7411 Park Place Houston, Texas 77087	Friday One trip per Day	9:00 a.m. –11:00 a.m. Same Day Deposit
21	Health & Human Services	North Laboratory 1828 Rankin Road Houston, Texas 77093	Friday One trip per Day	9:00 a.m. –11:00 a.m. Same Day Deposit
22	Library	820 Marston Houston, Texas 77019	Monday – Friday One trip per Day	2:00 p.m. – 4:00 p.m. Same Day Deposit
23	Municipal Courts	1400 Lubbock Houston, Texas 77002	Monday – Friday Three trips per Day	8:00 – 9:00 a.m. 10:00 am – 2:00 p.m. 4:00 – 5:00 p.m.
24	Convention & Entertainment	1001 Avenida de las Americas, Suite 1.5 Accounting Dept. Houston, Texas 77010 and deliver to 1400 Lubbock, Houston, Texas 77002	Monday – Friday One trip per Day	8:00 – 9:00 a.m. Same Day Deposit
25	Municipal Courts	Pickup at 8300 Mykawa Houston, Texas 77048 and deliver to 1400 Lubbock Houston, Texas 77002	Monday – Friday One trip per Day	Pick up between 8:00 a.m. & 11:00 a.m. and deliver to 1400 Lubbock Cash Room before 12:00 p.m.
26	Municipal Courts	Westside Command 3203 South Dairy Ashford Houston, Texas 77082 deliver to 1400 Lubbock 77002	Monday – Friday One trip per Day	Pick up between 8:00 a.m. & 9:00 a.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
27	Municipal Courts	Fire Station #102 4102 West Lake Houston Parkway, Kingwood, Texas 77339 and deliver to 1400 Lubbock	Wednesday One trip per Day	Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
28	Municipal Courts	Clear Lake Sub-Station 2855 Bay Area Blvd Houston, Texas 77058 and deliver to 1400 Lubbock	Thursday One trip per Day	Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
29	Municipal Courts	Acres Homes – Sub-Station 9455 West Montgomery Houston, Texas and deliver to 1400 Lubbock	Friday One trip per Day	Pick up between 4:00 p.m. – 5:00 p.m. and deliver to 1400 Lubbock Cash Room next morning before 10:00 a.m.
30	Parks & Recreation	Brock Park Golf Course 8210 John Ralston Road Houston, Texas 77078	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.

31	Parks & Recreation	Sharpstown Park Golf Course 6600 Harbor Town Drive Houston, Texas 77036	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
32	Parks & Recreation	Memorial Park Golf Course, Pro Shop 6001 E. Memorial Loop Dr. Houston, Texas 77007	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
33	Parks & Recreation	Memorial Fitness Center 6402 Arnot, Houston, Tx. 77007	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
34	Parks & Recreation	Memorial Tennis Center 6002 Memorial Loop Drive 77007	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
35	Parks & Recreation	Lee LeClear Tennis Center 9506 Gessner, Houston, Texas 77074	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
36	Parks & Recreation Administration	Headquarters – Administration Building/Revenue Section 2999 South Wayside Dr. #G-6 Houston, Texas 77023	Tuesday & Friday	10:30 a.m.- 4:00 p.m. Next Day Deposit if after 2:00 p.m.
37	Parks & Recreation	Gus Wortham Park Golf Course 311 South Wayside Drive Houston, Texas 77011	Monday & Friday	10:30 a.m.- 3:00 p.m. Next Day Deposit if after 2:00 p.m.
38	Public Works & Engineering	Building Inspection Division 3300 Main, 1st floor Houston, Texas 77002	Tuesday & Thurs. One trip per Day	12:30 p.m. – 2:00 p.m. Same Day Deposit
39	Planning & Development	611 Walker, 6th floor Houston, Texas 77002	Tuesday. One trip per Day	12:30 p.m. – 3:00 p.m. Same Day Deposit
40	Public Works & Engineering	Water Customer Services 4200 Leeland Houston, Texas 77002	Monday – Friday One trip per Day	10:00 a.m. – 1: p.m. Checks & Cash Deposits must be in bank by 3 p.m. Same Day Deposit
41	Houston Police Department	1200 Travis 17th Floor	Tuesday and Friday	12:30-2:30 Same Day Deposit

Note – All deposits are made to Chase Bank Downtown.

6.0 **Invoicing:**

Contractor shall submit invoices for payment in duplicate (one original and one copy) that are on Contractor's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall detail the following information:

6.1 City Contract number and Work Order Number.

6.2 Facility address where services were performed.

6.3 Beginning and ending service dates.

EXHIBIT "H"

FEES AND COSTS

Year One - Armored Car

Item #	Description	Unit Price
1	Houston Airport System Bush Intercontinental (IAH) - Monday,Wednesday and Friday, One trip per day.	30.96 per trip
2	Houston Airport System (William P. Hobby) Monday, Wednesday and Friday, One trip per day.	30.96 per trip
3	Houston Airport System Administration, Monday - Friday, One trip per day.	30.96 per trip
4	Convention and Entertainment Facilities Monday, Wednesday & Friday, One trip per day.	30.96 per trip
5	Finance & Administration, 611 Walker, Monday - Friday, One trip per day.	30.96 per trip
6	Fire Department - 1205 Dart, Monday, Wednesday and Friday, One trip per day.	30.96 per trip
7	Health and Human Services, Rabies Control, Monday and Friday, One trip per day.	30.96 per trip
8	Health and Human Services, Vital Statistics, Monday - Friday, One trip per day.	30.96 per trip
9	Health and Human Services, Lyons Health Center, Friday, One trip per day.	30.96 per trip
10	Health and Human Services, Acres Homes MSC Friday, One trip per day.	30.96 per trip
11	Health and Human Services Northside Health Center, Friday, One trip per day.	30.96 per trip
12	Health and Human Services Casa De Amigos HC, Friday, One trip per day.	30.96 per trip
13	Health and Human Services, Magnolia Health Center, Friday, One per day	30.96 per trip
14	Health and Human Services, Kashmere MSC, Friday, One trip per day.	30.96 per trip
15	Health and Human Services, Sunnyside Health Center, Friday, One trip per day.	30.96 per trip
16	Health and Human Services, West End Health Center, Friday, One trip per day.	30.96 per trip
17	Health and Human Services, Lab & EMS, Friday, One trip per day.	30.96 per trip
18	Health and Human Services, Metropolitan MSC, Friday, One trip per day	30.96 per trip
19	Health and Human Services, Third Ward MSC, Friday, One trip per day	30.96 per trip
20	Health and Human Services, EHS, Friday,One trip per day.	30.96 per trip
21	Health and Human Services, North Lab, Friday, One trip per day.	30.96 per trip
22	Library, 820 Marston Monday - Friday, One trip per day.	30.96 per trip
23	Municipal Courts, 1400 Lubbock, Monday - Friday, Three trips per day.	35.00 per trip
24	Municipal Courts, 1001 Avenida de las Americas, Suite 1.5 and deliver to 1400 Lubbock, Monday - Friday, One trip per day.	30.96 per trip
25	Municipal Courts, 8300 Mykawas and deliver to 1400 Lubbock Monday - Friday, One trip per day.	30.96 per trip
26	Municipal Courts, 3203 South Dairy Ashford, Monday - Friday, One trip per day,	30.96 per trip
27	Municipal Courts, 4102 W. Lake Houston Pkwy., Wednesday, One trip per day.	30.96 per trip
28	Municipal Courts, 2855 Bay Area Blvd., Thursday, One trip per day.	30.96 per trip

29	Municipal Courts, 9455 W. Montgomery, Friday, One trip per day.	30.96 per trip
30	Parks and Recreation, Brock Park Golf Course, Monday & Friday, One trip per day.	30.96 per trip
31	Parks and Recreation, Sharpstown Park Golf Course, Monday and Friday, One trip per day.	30.96 per trip
32	Parks and Recreation, Memorial Park Golf Course, Monday and Friday, One trip per day.	30.96 per trip
33	Parks and Recreation, Memorial Fitness Center, Monday & Friday, One trip per day.	30.96 per trip
34	Parks and Recreation, Memorial Tennis Center, Monday & Friday, One trip per day.	30.96 per trip
35	Parks and Recreation, Lee LeClear Tennis Center, Monday & Friday, One trip per day.	30.96 per trip
36	Parks and Recreation Headquarters, Tuesday & Friday, One trip per day.	30.96 per trip
37	Parks and Recreation - Gus Wortham Park Golf Course, Monday & Friday, One trip per day.	30.96 per trip
38	Public Works & Engineering, 3300 Main, Monday - Friday, One trip per day.	30.96 per trip
39	Planning and Development, 611 Walker, Tuesday, One trip per day.	30.96 per trip
40	Public Works & Engineering, 4200 Leeland, Monday - Friday, One trip per day.	30.96 per trip
41	Houston Police Department, 1200 Travis, Tuesday and Friday, One trip per day.	30.96 per trip

Year Two - Armored Car

Item #	Description	Unit Price
1	Houston Airport System Bush Intercontinental (IAH) - Monday,Wednesday and Friday, One trip per day.	31.96 per trip
2	Houston Airport System (William P. Hobby) Monday, Wednesday and Friday, One trip per day.	31.96 per trip
3	Houston Airport System Administration, Monday - Friday, One trip per day.	31.96 per trip
4	Convention and Entertainment Facilities Monday, Wednesday & Friday, One trip per day.	31.96 per trip
5	Finance & Administration, 611 Walker, Monday - Friday, One trip per day.	31.96 per trip
6	Fire Department - 1205 Dart, Monday, Wednesday and Friday, One trip per day.	31.96 per trip
7	Health and Human Services, Rabies Control, Monday and Friday, One trip per day.	31.96 per trip
8	Health and Human Services, Vital Statistics, Monday - Friday, One trip per day.	31.96 per trip
9	Health and Human Services, Lyons Health Center, Friday, One trip per day.	31.96 per trip
10	Health and Human Services, Acres Homes MSC Friday, One trip per day.	31.96 per trip
11	Health and Human Services Northside Health Center, Friday, One trip per day.	31.96 per trip
12	Health and Human Services Casa De Amigos HC, Friday, One trip per day.	31.96 per trip
13	Health and Human Services, Magnolia Health Center, Friday, One per day	31.96 per trip
14	Health and Human Services, Kashmere MSC, Friday, One trip per day.	31.96 per trip
15	Health and Human Services, Sunnyside Health Center, Friday, One trip per day.	31.96 per trip
16	Health and Human Services, West End Health Center, Friday, One trip per day.	31.96 per trip
17	Health and Human Services, Lab & EMS, Friday, One trip per day.	31.96 per trip
18	Health and Human Services, Metropolitan MSC, Friday, One trip per day	31.96 per trip
19	Health and Human Services, Third Ward MSC, Friday, One trip per day	31.96 per trip
20	Health and Human Services, EHS, Friday,One trip per day.	31.96 per trip
21	Health and Human Services, North Lab, Friday, One trip per day.	31.96 per trip
22	Library, 820 Marston Monday - Friday, One trip per day.	31.96 per trip

23	Municipal Courts, 1400 Lubbock, Monday - Friday, Three trips per day.	35.00 per trip
24	Municipal Courts, 1001 Avenida de las Americas, Suite 1.5 and deliver to 1400 Lubbock, Monday - Friday, One trip per day.	31.96 per trip
25	Municipal Courts, 8300 Mykawas and deliver to 1400 Lubbock Monday - Friday, One trip per day.	31.96 per trip
26	Municipal Courts, 3203 South Dairy Ashford, Monday - Friday, One trip per day,	31.96 per trip
27	Municipal Courts, 4102 W. Lake Houston Pkwy., Wednesday, One trip per day.	31.96 per trip
28	Municipal Courts, 2855 Bay Area Blvd., Thursday, One trip per day.	31.96 per trip
29	Municipal Courts, 9455 W. Montgomery, Friday, One trip per day.	31.96 per trip
30	Parks and Recreation, Brock Park Golf Course, Monday & Friday, One trip per day.	31.96 per trip
31	Parks and Recreation, Sharpstown Park Golf Course, Monday and Friday, One trip per day.	31.96 per trip
32	Parks and Recreation, Memorial Park Golf Course, Monday and Friday, One trip per day.	31.96 per trip
33	Parks and Recreation, Memorial Fitness Center, Monday & Friday, One trip per day.	31.96 per trip
34	Parks and Recreation, Memorial Tennis Center, Monday & Friday, One trip per day.	31.96 per trip
35	Parks and Recreation, Lee LeClear Tennis Center, Monday & Friday, One trip per day.	31.96 per trip
36	Parks and Recreation Headquarters, Tuesday & Friday, One trip per day.	31.96 per trip
37	Parks and Recreation - Gus Wortham Park Golf Course, Monday & Friday, One trip per day.	31.96 per trip
38	Public Works & Engineering, 3300 Main, Monday - Friday, One trip per day.	31.96 per trip
39	Planning and Development, 611 Walker, Tuesday, One trip per day.	31.96 per trip
40	Public Works & Engineering, 4200 Leeland, Monday - Friday, One trip per day.	31.96 per trip
41	Houston Police Department, 1200 Travis, Tuesday and Friday, One trip per day.	31.96 per trip

Year Three - Armored Car

Item #	Description	Unit Price
1	Houston Airport System Bush Intercontinental (IAH) - Monday,Wednesday and Friday, One trip per day.	32.96 per trip
2	Houston Airport System (William P. Hobby) Monday, Wednesday and Friday, One trip per day.	32.96 per trip
3	Houston Airport System Administration, Monday - Friday, One trip per day.	32.96 per trip
4	Convention and Entertainment Facilities Monday, Wednesday & Friday, One trip per day.	32.96 per trip
5	Finance & Administration, 611 Walker, Monday - Friday, One trip per day.	32.96 per trip
6	Fire Department - 1205 Dart, Monday, Wednesday and Friday, One trip per day.	32.96 per trip
7	Health and Human Services, Rabies Control, Monday and Friday, One trip per day.	32.96 per trip
8	Health and Human Services, Vital Statistics, Monday - Friday, One trip per day.	32.96 per trip
9	Health and Human Services, Lyons Health Center, Friday, One trip per day.	32.96 per trip
10	Health and Human Services, Acres Homes MSC Friday, One trip per day.	32.96 per trip
11	Health and Human Services Northside Health Center, Friday, One trip per day.	32.96 per trip
12	Health and Human Services Casa De Amigos HC, Friday, One trip per day.	32.96 per trip
13	Health and Human Services, Magnolia Health Center, Friday, One per day	32.96 per trip

14	Health and Human Services, Kashmere MSC, Friday, One trip per day.	32.96 per trip
15	Health and Human Services, Sunnyside Health Center, Friday, One trip per day.	32.96 per trip
16	Health and Human Services, West End Health Center, Friday, One trip per day.	32.96 per trip
17	Health and Human Services, Lab & EMS, Friday, One trip per day.	32.96 per trip
18	Health and Human Services, Metropolitan MSC, Friday, One trip per day	32.96 per trip
19	Health and Human Services, Third Ward MSC, Friday, One trip per day	32.96 per trip
20	Health and Human Services, EHS, Friday,One trip per day.	32.96 per trip
21	Health and Human Services, North Lab, Friday, One trip per day.	32.96 per trip
22	Library, 820 Marston Monday - Friday, One trip per day.	32.96 per trip
23	Municipal Courts, 1400 Lubbock, Monday - Friday, Three trips per day.	36.00 per trip
24	Municipal Courts, 1001 Avenida de las Americas, Suite 1.5 and deliver to 1400 Lubbock, Monday - Friday, One trip per day.	32.96 per trip
25	Municipal Courts, 8300 Mykawas and deliver to 1400 Lubbock Monday - Friday, One trip per day.	32.96 per trip
26	Municipal Courts, 3203 South Dairy Ashford, Monday - Friday, One trip per day,	32.96 per trip
27	Municipal Courts, 4102 W. Lake Houston Pkwy., Wednesday, One trip per day.	32.96 per trip
28	Municipal Courts, 2855 Bay Area Blvd., Thursday, One trip per day.	32.96 per trip
29	Municipal Courts, 9455 W. Montgomery, Friday, One trip per day.	32.96 per trip
30	Parks and Recreation, Brock Park Golf Course, Monday & Friday, One trip per day.	32.96 per trip
31	Parks and Recreation, Sharpstown Park Golf Course, Monday and Friday, One trip per day.	32.96 per trip
32	Parks and Recreation, Memorial Park Golf Course, Monday and Friday, One trip per day.	32.96 per trip
33	Parks and Recreation, Memorial Fitness Center, Monday & Friday, One trip per day.	32.96 per trip
34	Parks and Recreation, Memorial Tennis Center, Monday & Friday, One trip per day.	32.96 per trip
35	Parks and Recreation, Lee LeClear Tennis Center, Monday & Friday, One trip per day.	32.96 per trip
36	Parks and Recreation Headquarters, Tuesday & Friday, One trip per day.	32.96 per trip
37	Parks and Recreation - Gus Wortham Park Golf Course, Monday & Friday, One trip per day.	32.96 per trip
38	Public Works & Engineering, 3300 Main, Monday - Friday, One trip per day.	32.96 per trip
39	Planning and Development, 611 Walker, Tuesday, One trip per day.	32.96 per trip
40	Public Works & Engineering, 4200 Leeland, Monday - Friday, One trip per day.	32.96 per trip
41	Houston Police Department, 1200 Travis, Tuesday and Friday, One trip per day.	32.96 per trip

Year Four - Armored Car

Item #	Description	Unit Price
1	Houston Airport System Bush Intercontinental (IAH) - Monday,Wednesday and Friday, One trip per day.	33.96 per trip
2	Houston Airport System (William P. Hobby) Monday, Wednesday and Friday, One trip per day.	33.96 per trip
3	Houston Airport System Administration, Monday - Friday, One trip per day.	33.96 per trip
4	Convention and Entertainment Facilities Monday, Wednesday & Friday, One trip per day.	33.96 per trip

5	Finance & Administration, 611 Walker, Monday - Friday, One trip per day.	33.96 per trip
6	Fire Department - 1205 Dart, Monday, Wednesday and Friday, One trip per day.	33.96 per trip
7	Health and Human Services, Rabies Control, Monday and Friday, One trip per day.	33.96 per trip
8	Health and Human Services, Vital Statistics, Monday - Friday, One trip per day.	33.96 per trip
9	Health and Human Services, Lyons Health Center, Friday, One trip per day.	33.96 per trip
10	Health and Human Services, Acres Homes MSC Friday, One trip per day.	33.96 per trip
11	Health and Human Services Northside Health Center, Friday, One trip per day.	33.96 per trip
12	Health and Human Services Casa De Amigos HC, Friday, One trip per day.	33.96 per trip
13	Health and Human Services, Magnolia Health Center, Friday, One per day	33.96 per trip
14	Health and Human Services, Kashmere MSC, Friday, One trip per day.	33.96 per trip
15	Health and Human Services, Sunnyside Health Center, Friday, One trip per day.	33.96 per trip
16	Health and Human Services, West End Health Center, Friday, One trip per day.	33.96 per trip
17	Health and Human Services, Lab & EMS, Friday, One trip per day.	33.96 per trip
18	Health and Human Services, Metropolitan MSC, Friday, One trip per day	33.96 per trip
19	Health and Human Services, Third Ward MSC, Friday, One trip per day	33.96 per trip
20	Health and Human Services, EHS, Friday,One trip per day.	33.96 per trip
21	Health and Human Services, North Lab, Friday, One trip per day.	33.96 per trip
22	Library, 820 Marston Monday - Friday, One trip per day.	33.96 per trip
23	Municipal Courts, 1400 Lubbock, Monday - Friday, Three trips per day.	36.00 per trip
24	Municipal Courts, 1001 Avenida de las Americas, Suite 1.5 and deliver to 1400 Lubbock, Monday - Friday, One trip per day.	33.96 per trip
25	Municipal Courts, 8300 Mykawas and deliver to 1400 Lubbock Monday - Friday, One trip per day.	33.96 per trip
26	Municipal Courts, 3203 South Dairy Ashford, Monday - Friday, One trip per day,	33.96 per trip
27	Municipal Courts, 4102 W. Lake Houston Pkwy., Wednesday, One trip per day.	33.96 per trip
28	Municipal Courts, 2855 Bay Area Blvd., Thursday, One trip per day.	33.96 per trip
29	Municipal Courts, 9455 W. Montgomery, Friday, One trip per day.	33.96 per trip
30	Parks and Recreation, Brock Park Golf Course, Monday & Friday, One trip per day.	33.96 per trip
31	Parks and Recreation, Sharpstown Park Golf Course, Monday and Friday, One trip per day.	33.96 per trip
32	Parks and Recreation, Memorial Park Golf Course, Monday and Friday, One trip per day.	33.96 per trip
33	Parks and Recreation, Memorial Fitness Center, Monday & Friday, One trip per day.	33.96 per trip
34	Parks and Recreation, Memorial Tennis Center, Monday & Friday, One trip per day.	33.96 per trip
35	Parks and Recreation, Lee LeClear Tennis Center, Monday & Friday, One trip per day.	33.96 per trip
36	Parks and Recreation Headquarters, Tuesday & Friday, One trip per day.	33.96 per trip
37	Parks and Recreation - Gus Wortham Park Golf Course, Monday & Friday, One trip per day.	33.96 per trip
38	Public Works & Engineering, 3300 Main, Monday - Friday, One trip per day.	33.96 per trip
39	Planning and Development, 611 Walker, Tuesday, One trip per day.	33.96 per trip
40	Public Works & Engineering, 4200 Leeland, Monday - Friday, One trip per day.	33.96 per trip
41	Houston Police Department, 1200 Travis, Tuesday and Friday, One trip per day.	33.96 per trip

Year Five - Armored Car

Item #	Description	Unit Price
1	Houston Airport System Bush Intercontinental (IAH) - Monday,Wednesday and Friday, One trip per day.	34.96 per trip
2	Houston Airport System (William P. Hobby) Monday, Wednesday and Friday, One trip per day.	34.96 per trip
3	Houston Airport System Administration, Monday - Friday, One trip per day.	34.96 per trip
4	Convention and Entertainment Facilities Monday, Wednesday & Friday, One trip per day.	34.96 per trip
5	Finance & Administration, 611 Walker, Monday - Friday, One trip per day.	34.96 per trip
6	Fire Department - 1205 Dart, Monday, Wednesday and Friday, One trip per day.	34.96 per trip
7	Health and Human Services, Rabies Control, Monday and Friday, One trip per day.	34.96 per trip
8	Health and Human Services, Vital Statistics, Monday - Friday, One trip per day.	34.96 per trip
9	Health and Human Services, Lyons Health Center, Friday, One trip per day.	34.96 per trip
10	Health and Human Services, Acres Homes MSC Friday, One trip per day.	34.96 per trip
11	Health and Human Services Northside Health Center, Friday, One trip per day.	34.96 per trip
12	Health and Human Services Casa De Amigos HC, Friday, One trip per day.	34.96 per trip
13	Health and Human Services, Magnolia Health Center, Friday, One per day	34.96 per trip
14	Health and Human Services, Kashmere MSC, Friday, One trip per day.	34.96 per trip
15	Health and Human Services, Sunnyside Health Center, Friday, One trip per day.	34.96 per trip
16	Health and Human Services, West End Health Center, Friday, One trip per day.	34.96 per trip
17	Health and Human Services, Lab & EMS, Friday, One trip per day.	34.96 per trip
18	Health and Human Services, Metropolitan MSC, Friday, One trip per day	34.96 per trip
19	Health and Human Services, Third Ward MSC, Friday, One trip per day	34.96 per trip
20	Health and Human Services, EHS, Friday,One trip per day.	34.96 per trip
21	Health and Human Services, North Lab, Friday, One trip per day.	34.96 per trip
22	Library, 820 Marston Monday - Friday, One trip per day.	34.96 per trip
23	Municipal Courts, 1400 Lubbock, Monday - Friday, Three trips per day.	37.00 per trip
24	Municipal Courts, 1001 Avenida de las Americas, Suite 1.5 and deliver to 1400 Lubbock, Monday - Friday, One trip per day.	34.96 per trip
25	Municipal Courts, 8300 Mykawas and deliver to 1400 Lubbock Monday - Friday, One trip per day.	34.96 per trip
26	Municipal Courts, 3203 South Dairy Ashford, Monday - Friday, One trip per day,	34.96 per trip
27	Municipal Courts, 4102 W. Lake Houston Pkwy., Wednesday, One trip per day.	34.96 per trip
28	Municipal Courts, 2855 Bay Area Blvd., Thursday, One trip per day.	34.96 per trip
29	Municipal Courts, 9455 W. Montgomery, Friday, One trip per day.	34.96 per trip
30	Parks and Recreation, Brock Park Golf Course, Monday & Friday, One trip per day.	34.96 per trip
31	Parks and Recreation, Sharpstown Park Golf Course, Monday and Friday, One trip per day.	34.96 per trip
32	Parks and Recreation, Memorial Park Golf Course, Monday and Friday, One trip per day.	34.96 per trip
33	Parks and Recreation, Memorial Fitness Center, Monday & Friday, One trip per day.	34.96 per trip

34	Parks and Recreation, Memorial Tennis Center, Monday & Friday, One trip per day.	34.96 per trip
35	Parks and Recreation, Lee LeClear Tennis Center, Monday & Friday, One trip per day.	34.96 per trip
36	Parks and Recreation Headquarters, Tuesday & Friday, One trip per day.	34.96 per trip
37	Parks and Recreation - Gus Wortham Park Golf Course, Monday & Friday, One trip per day.	34.96 per trip
38	Public Works & Engineering, 3300 Main, Monday - Friday, One trip per day.	34.96 per trip
39	Planning and Development, 611 Walker, Tuesday, One trip per day.	34.96 per trip
40	Public Works & Engineering, 4200 Leeland, Monday - Friday, One trip per day.	34.96 per trip
41	Houston Police Department, 1200 Travis, Tuesday and Friday, One trip per day.	34.96 per trip

PERFORMANCE BOND

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of $_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

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

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

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

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

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

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a

replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

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

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

EXECUTED in multiple originals this_____day of_____, 20____.

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

_____
(Name of Principal)

_____
(Address of Principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL
SURETY WITNESS:

_____
(Name of Surety)

_____
(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

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

_____
Date

_____
Paralegal