



CITY OF HOUSTON INVITATION TO BID

Issued: February 27, 2009

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, March 19, 2009** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**FACILITY MAINTENANCE SERVICES
FOR THE GENERAL SERVICES DEPARTMENT
BID INVITATION NO.: S50-L23171
NIGP CODE: 909-60**

BUYER

Questions regarding this solicitation document should be addressed to **Senior Procurement Specialist Arturo Lopez**, at 832-393-8731, or e-mail to arturo.lopez@cityofhouston.net.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 1 (Basement), Houston, Texas 77002 at **10:00 AM on Monday, March 9, 2009**.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

***CONTENTS:**

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS/BOND FORMS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**FACILITY MAINTENANCE SERVICES
FOR THE GENERAL SERVICES DEPARTMENT
BID INVITATION NO.: S50-L23171
NIGP CODE: 909-60**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Facility Maintenance Services for a three-year period with two (2) one-year option periods to extend for the General Services Department**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Facility Maintenance Services** for the City in accordance with attached Specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

| TABLE 1 - REQUIRED FORMS |
|---|
| Affidavit of Ownership.doc |
| Fair Campaign Ordinance.doc |
| Statement of Residency.doc |
| Conflict of Interest Questionnaire.doc |
| Pay or Play Program Acknowledgement Form |
| Pay or Play Certification of Agreement to Comply w' the Program |
| Contractor's Questionnaire |
| Bid Bond |

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

| TABLE 2 - DOCUMENTS & FORMS |
|---|
| Drug Forms.doc |
| EEOC.doc |
| Formal Instructions for Bid Terms.doc |
| M/WBE.doc |
| Sample Insurance Certificate Over \$50,000.pdf |
| Performance Bond |
| Pay or Play Affirmative Action & Contract Compliance Q & A |
| Pay or Play Affirmative Action & Contract Compliance Requirements |
| Pay or Play Contractor/Subcontractor Payment Reporting Form |
| Pay or Play Contractor/Subcontractor Waiver Request |
| Pay or Play List of Participating Subcontractors |

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than 4:00 PM, Friday, March 13, 2008.

CONTRACTOR’S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for **Facility Maintenance Services** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Facility Maintenance Services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder’s capability and experience shall be a factor in determining the Contractor’s responsibility.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SITE INSPECTION

The City of Houston reserves the right to inspect the bidder’s current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the total amount bid by the Contractor. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

PERFORMANCE BOND:

The successful Contractor shall be required to provide a Performance Bond or a Clean Irrevocable Letter of Credit in the amount of **\$3,000,000.00** to be renewed annually. The Contract term is three-years with two one-year options to renew for a total five-year term.

The bond will be renewed for each one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Performance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.

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

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

**SECTION B
SCOPE OF WORK/SPECIFICATIONS**

1.0 SCOPE OF SERVICES:

The Contractor shall manage, operate, and maintain the Bob Lanier Building, 611 Walker, the Houston Emergency Center, 5320 North Shepherd, and the five Utility Maintenance branch facilities as outlined in Section 4.0, as well as supervise all personnel involved in such work. The Contractor shall directly manage and supervise all personnel who perform the work specified in this agreement, regardless of whether they work for the Contractor or subcontractors of the Contractor.

- 1.1 The Contractor shall provide all labor, materials, supplies, repair parts, tools, instruments, and equipment required to perform the work specified in this Agreement. The Contractor or any other applicable personnel associated with the Contractor (including but not limited to the Contractor's agents, employees, and subcontractors) shall remove any tools and instruments brought to the facilities upon the termination of this Agreement, except for those items installed by the Contractor (or any other applicable personnel associated with the Contractor) and fixed to the building structure or equipment at 611 Walker or 5320 North Shepherd, which become the property of the City.
- 1.2 The Contractor shall plan, schedule, coordinate, and execute the effective and economical management of the operation, maintenance, and repair of the facilities. The scope encompasses all mechanical, electrical, plumbing, utility systems, cleaning and janitorial services, elevator and escalator maintenance, trash removal services, pest control, grounds maintenance, and window washing. The systems that the Contractor shall service include, but are not limited to, the following: heating/ventilation and air conditioning systems (HVAC), plumbing system, electrical power supply and distribution systems, lighting systems, minor maintenance functions, building automation system, fire and life safety systems, and parking access equipment as outlined in Exhibits B-1 through B-15.
- 1.3 One (1) Project Manager shall have over-all primary responsibility for the facilities outlined in this agreement. The Project Manager shall be on call 24 hours a day, 7 days per week.

2.0 BOB LANIER PUBLIC WORKS BUILDING, 611 WALKER:

The Bob Lanier Public Works Building located at 611 Walker was originally constructed in 1968 as the Houston Lighting and Power Building. It consists of a twenty-seven story office building of 767,000 gross feet (including basement and sub-basement) and a six level parking garage (under the Annex) of approximately 102,000 gross square feet for 218 cars. The site is 1.8 acres (77,832 square feet). Net usable square feet is 443,610 (excluding tunnel and garage). The facility also includes a Tunnel connecting Two Shell Plaza to the Tranquility Park Garage and related courtyards.

- 2.1 **Staffing Requirements:**
The Contractor is required to continually operate the Lanier Public Works Building, 611 Walker 24 Hours per day, each day of the year, including holidays. The Contractor is required to have staff present at all times. The Contractor shall provide enough staff to perform its duties under this Agreement.
- 2.2 The Contractor's staff at 611 Walker shall consist, at a minimum, of the following full-time personnel who shall each be present at 611 Walker for an 8-hour shift during each day of the week. These positions are full-time positions, scheduled to work 40 hours per week as divided into shifts at the Contractor's discretion.
- 2.3 One (1) Chief Operating Engineer, who shall at a minimum possess a valid first-grade

Stationary engineer's license issued by the City's Planning & Development Department. The Chief Engineer shall be qualified to supervise and train other operating engineers and maintenance technicians in the operation of 611 Walker's heating/ventilating and air conditioning systems (HVAC), plumbing system, electric power supply and distribution system, lighting system, minor maintenance functions, facility management system (BAS), and fire and life safety system.

- 2.4 Two (2) Operating Engineers, each of whom shall at a minimum possess valid first-grade stationary engineer's licenses issued by the City's Planning & Development Department.
- 2.5 Two (2) Operating Engineers, each of whom shall at a minimum possess valid third-grade stationary engineer's licenses issued by the City's Planning & Development Department.
- 2.7 Two (2) Maintenance Technicians, each of whom shall possess all of the following:
 - 2.7.1 A Class A Air Conditioning License and/or, at a minimum, a valid third-grade stationary engineer's license issued by the City's Planning & Development Department;
 - 2.7.2 Combined Federal Campaign (CFC) Certification; and
 - 2.7.3 A Maintenance Electrician's License.

3.0 **HOUSTON EMERGENCY CENTER, 5320 NORTH SHEPHERD:**

The Houston Emergency Center located at 5320 North Shepherd was constructed in 2001 and consists of a 3-story office building of 132,000 gross feet. The fenced site is 10.3 acres including a non-covered paved parking area for 516 cars. The 24-hour facility is the home of the City of Houston and Harris County emergency operations.

- 3.1 Staffing Requirements:

The Contractor is required to continually operate the Houston Emergency Center 24 hours per day, each day of the year, including holidays. The Contractor is required to have staff present at all times. The Contractor shall provide enough staff to perform its duties under this Agreement.
- 3.2 The Contractor's staff at the Houston Emergency Center shall consist, at a minimum, of the following full-time personnel who shall each be present at Houston Emergency Center for an 8-hour shift during each day of the week. These positions are full-time positions, scheduled to work 40 hours per week as divided into shifts at the Contractor's discretion.
- 3.3 One (1) Chief Operating Engineer, who shall at a minimum possess a valid first-grade stationary engineer's license issued by the City's Planning & Development Department. The Chief Engineer shall be qualified to supervise and train other operating engineers and maintenance technicians in the operation of the Houston Emergency Center's heating/ventilating and air conditioning systems (HVAC), plumbing system, electric power supply and distribution system, lighting system, minor maintenance functions, facility management system (BAS), and fire and life safety system.
- 3.4 Two (2) Operating Engineers, each of whom shall at a minimum possess valid first-grade stationary engineer's licenses issued by the City's Planning & Development Department.
- 3.5 Two (2) Operating Engineers, each of whom shall at a minimum possess valid third-grade stationary engineer's licenses issued by the City's Planning & Development Department.

3.6 Two (2) Maintenance Technicians, each of whom shall possess all of the following:

3.6.1 A Class A Air Conditioning License and/or, at a minimum, a valid third-grade stationary engineer's license issued by the City's Planning & Development Department;

3.6.2 CFC Certification; and

3.6.3 A Maintenance Electricians License.

4.0 **UTILITY MAINTENANCE BRANCH FACILITIES:**

The Utility Maintenance Branch (UMB) consists of five (5) locations and provides services that include the repair of water and wastewater mains. The Project Manager shall have the primary responsibilities as outline in this agreement. The Project Manager will be required to make at a minimum weekly site visits, and shall have shall have staff make daily visits.

| | | | |
|---|-------------|----------------|------------------|
| Southeast Quadrant | 2707 Dalton | Key Map - 535L | Sq. Ft. – 25,780 |
| Hours of operation – 6:00 am to 6:00 pm | | | |

| | | | |
|---------------------------|--------------|----------------|------------------|
| Southwest Quadrant | 7101 Renwick | Key Map – 531E | Sq. Ft. – 32,880 |
| Hours of operation – 24-7 | | | |

| | | | |
|---|-------------|----------------|------------------|
| Northwest Quadrant | 5900 Teague | Key Map – 450A | Sq. Ft. – 30,251 |
| Hours of operation – 6:00 am to 6:00 pm | | | |

| | | | |
|---|----------------------|----------------|------------------|
| North East Quadrant | 718 & 802 E. Burress | Key Map – 453E | Sq. Ft. – 23,918 |
| Hours of operation – 6:00 am to 6:00 pm | | | |

| | | | |
|---|----------------------------|----------------|-----------------|
| W.W. Technical Services | 100 Japhet Bldg. "A" & "E" | Key Map – 494L | Sq. Ft. – 8,000 |
| Hours of operation – 6:00 am to 6:00 pm | | | |

4.1 Staffing Requirements:

The Contractor is required to continually operate the Utility Maintenance Branch facilities 24 Hours per day, each day of the year, including holidays. The Contractor is required to have staff on call at all times. The Contractor shall provide enough staff to perform its duties under this Agreement.

4.2 The Contractor's staff shall include one (1) Day Porter at each facility with the exclusion of the W.W. Technical Services facility. This facility shall be cleaned twice daily, once in the AM and once in the PM. The schedule will be approved by the City's Property Manager.

4.3 The contractor shall provide weekend Janitorial Services to the Southwest Quadrant. Two (2) hours in the AM each day shall be required to support the facility.

5.0 **PHASE-IN / PHASE-OUT SERVICES:**

5.1 The Contractor shall perform the following "phase-in" services at the start of this Agreement:

5.1.1 Define, implement, and communicate to the City the performance schedules detailing how the Contractor will begin performing its duties under this Agreement;

5.1.2 Define and implement how contract administration for this Agreement will be performed;

5.1.3 Define and implement channels of communication between the Contractor and the City. Define and implement the procedures the Contractor shall use to ensure that they meet the requirements specified in this Agreement. Within 30 days issuance of the Notice to Proceed, Contractor shall complete a detailed equipment deficiency report to be submitted to the Property Manager for review and discussion.

5.2 "Phase-Out" Services: The Contractor recognizes that the services provided by this Contract are vital to the City's overall effort; that the continuity of such services must be maintained at a consistently high level without interruption; that upon expiration of this Agreement a successor may continue these services; that the successor shall need phase-in training; and that the Contractor must give its best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

5.2.1 Therefore, the Contractor shall provide phase-out services for up to 60 days prior to Contract expiration at no extra charge to the City. The Contractor shall be solely responsible for providing the services called for by this Agreement during any phase-in/phase-out period.

5.2.2 Upon the expiration of this Agreement, the Contractor shall be responsible for all other equipment or systems and the repair and/or replacement of any parts, components and appurtenances as required to provide completely maintained, functioning, and operating systems in first-class condition. The Contractor's responsibility shall include, but not be limited to, the following:

5.2.2.1 Within the last six months of this Agreement, the Contractor shall:

5.2.2.1.1 Inspect and test all equipment in accordance with all applicable inspection and test procedures;

5.2.2.1.2 Repair or replace any of the systems' equipment, components, or appurtenances as required by and/or in accordance with findings in the inspections and tests performed by the Contractor.

5.2.2.2 Within the last 30 days of this Agreement, the Contractor shall:

5.2.2.2.1 Replace all lubricating oils to all rotating equipment;

5.2.2.2.2 Lubricate all rotating equipment;

5.2.2.2.3 Change all worn belts;

5.2.2.2.4 Replace all dirty filters;

5.2.2.2.5 Perform a maintenance manuals update;

5.2.2.2.6 Replace burnt out lamps.

5.2.2.3 The Contractor shall perform the following phase-out services regarding the elevators and related equipment:

5.2.2.3.1 The Contractor shall turn over all elevator equipment and systems in first-class operating and maintained condition. Any item not operating in accordance with its required function shall be repaired or replaced. Preventive maintenance work shall have been performed as required per the preventative maintenance schedule.

5.2.2.3.2 The Contractor shall perform the following elevator phase-out activities:

5.2.2.3.2.1 Six (6) months prior to expiration of this Agreement, the Contractor shall inspect and test all elevator equipment in accordance with accepted inspection and test

procedures and repair or replace any equipment or components in accordance with the findings of the inspection and test.

5.2.2.3.2.2 Sixty (60) days prior to expiration of this Agreement, the Contractor shall perform a complete inspection of all elevator controls and instrumentation. The Contractor shall correct any items that are not in first class condition.

5.2.2.3.2.3 Thirty (30) days prior to expiration of this Agreement, the Contractor shall replace all lubricating oils and lubricate and adjust all elevators.

5.2.2.3.2.4 Thirty (30) days prior to expiration of this Agreement, the Contractor shall provide the City with a complete final report on the condition of all elevator equipment, including inspection and test reports and certified statements signed by an agent of the Contractor testifying to the first-class condition of all elevator equipment and systems.

5.2.2.3.3 Both the Contractor and the Facility Manager shall have the right of inspection during or after any of the elevator phase-out activities described above. The Contractor shall provide to the Facility Manager a certified statement that the above phase-out activities have been completed. The Facility Manager shall notify the Contractor of any noted discrepancies no later than seven (7) calendar days after Facility Manager receives the Contractor's certified statement that such phase-out activities have been completed.

5.2.2.3.4 If the Contractor fails to perform or complete any of the above elevator phase-out activities prior to the expiration of this Contract, the Facility Manager may have such work performed at the Contractor's cost.

6.0 **ADDITIONAL PERSONNEL:**

The Contractor may provide additional personnel to perform the work under this Agreement as the Contractor may deem necessary and/or propose alternatives to these staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Contractor shall be evaluated by the Facility Manager on the basis of how the alternatives impact the operation of systems as they were designed, constructed and/or installed to function at 611 Walker and the Houston Emergency Center. The Contractor shall make staffing recommendations in accordance with all applicable Federal, State and local City codes, ordinances and regulations.

7.0 **CERTIFICATION OF PERSONNEL QUALIFICATIONS:**

7.1 The Contractor shall furnish adequate certification papers and documentation of personnel qualifications for its personnel to be assigned to the facilities, and shall obtain from the Facility Manager upon the award of this Agreement written approval to assign these personnel to the facilities. The Contractor may change personnel only with equally classified and qualified personnel, with the written approval of the Facility Manager. It shall be the responsibility of the Contractor to maintain fully licensed and qualified personnel on all shifts, in accordance with all applicable Federal, State and Local codes and ordinances governing Facility Maintenance Operations.

- 7.2 All Contractor personnel who are required to possess a first-grade, second-grade, or third-grade stationary engineer's license issued by the City Department of Planning and Development shall present a copy of their license to the Facility Manager before they are allowed to perform any work under this Agreement.

The Contractor shall make staffing recommendations in accordance with all applicable Federal, State and local City codes, ordinances and regulations. The Contractor shall be responsible for insuring strict compliance with these requirements for all shifts on a 24-hour basis.

8.0 **EMPLOYEES OF CONTRACTOR:**

All personnel performing work under this Agreement are employees of the Contractor and the Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, worker's compensation/industrial accident insurance and any and all other costs associated with such personnel and taxes relating to such employees.

9.0 **PERSONNEL TRAINING:**

The Contractor shall be responsible for the training of all personnel who operate, maintain, and manage the facilities. The Contractor shall develop a formal training program, consisting of both "classroom" and "hands-on" training, to be presented to the Facility Manager for comments and review prior to implementation.

10.0 **MINIMUM WAGE LAW:**

The Contractor shall adhere to all legal mandates, federal, state, or otherwise, regarding the payment of the minimum wage.

- 10.1 If, during the term of this Contract, there is legislation enacted regarding an increase in the minimum wage, the Contractor may submit a request for an increase in the Total Monthly Fee for the City's Purchasing Agent's consideration. Such a request must be accompanied by any documentation the City's Purchasing Agent requires to verify that the employee salaries paid by the Contractor changed due to the modification of the minimum wage law. In response to a Contractor request to so increase the Total Monthly Fee, the City may choose to appropriate the additional amount and increase the Total Monthly Fee by authorizing an amendment to this Agreement executed by both parties. Alternatively, the City may refuse to appropriate the additional amount and instead choose to terminate this Agreement in accordance with its terms.

11.0 **BACKGROUND CHECKING OF CONTRACTOR EMPLOYEES:**

Contractor employees, as well as any other applicable personnel associated with the Contractor, including but not limited to agents and subcontractors, shall be subject to background checks. City staff shall perform the background checks. The City shall retain the right to deny entry to any person employed by or otherwise associated with the Contractor for whom a background check has been performed, based either on that individual's history of criminal activity or on substantial evidence that the individual is currently engaged in criminal activity. All Contractor personnel must successfully pass a background check to the satisfaction of the Facility Manager.

12.0 **SECURITY:**

Due to the very nature of the work housed in the facilities, the Contractor and its employees shall be required to comply with any and all security measures deemed necessary by the Facility Manager to insure that the integrity of often confidential and highly sensitive work is maintained and secured.

12.1 The Facility Manager shall provide the Contractor with the necessary information and instructions regarding the security measures at the facilities. Thereafter, the Contractor shall be responsible for training its employees, both on-site staff and off-site support personnel, in the security measures pertaining to 611 Walker and Houston Emergency Center.

13.0 **UNIFORMS:**

All Contractor employees, as well as any employees of the Contractor's subcontractors, shall wear a distinctive uniform and identification cards bearing a recent color photograph of the employee. The Contractor shall provide such uniforms and identification cards.

13.1 All Uniforms shall be the same and contain the name of the Contractor and the employee.

13.2 Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by City employees.

14.0 **CONTROL OF PREMISES:**

Access to areas within each facility by employees, agents, or subcontractors of the Contractor shall be limited to those persons whose names are on file with the Facility Manager and who are designated as either being assigned to each facility or identified as the Contractor's off-site support personnel who may be called upon to assist the Contractor's on-site staff in accomplishing their work. The Contractor shall keep a record of any and all keys distributed to its employees, agents, contractors, or subcontractors, and shall provide the Facility Manager with a copy of this record.

15.0 **CONTRACTOR'S OFFICE AND STORAGE SPACE:**

The City shall provide the Contractor with office space and workroom and storage areas at each facility. The Contractor's use of this space as office, storage, and work areas shall be for the term of this Agreement only. The Contractor's use of any other rooms or areas shall be at the discretion of the Facility Manager. The City will provide existing City-owned furnishings and office equipment for the contractor's use at each facility.

16.0 **UTILITIES:**

The City shall provide the Contractor with any water the Contractor requires to perform its duties under this Agreement. The City shall provide such water at no cost to the Contractor. The City shall provide the water only at existing outlets and connections.

16.1 The Contractor shall be permitted to use the facility's sanitary and storm sewer system when performing its duties under this Agreement, at no cost to the Contractor.

16.2 The City shall provide the Contractor with electrical power at existing receptacles and natural gas at existing distribution valves at no cost to the Contractor.

16.3 The City shall provide telephone lines for the Contractor's use in making local calls only, but the Contractor shall pay for any other costs associated with its use of such telephone lines and/or long distance service.

16.4 The Contractor shall be responsible for all other utilities that it requires to perform its duties under this Agreement, including obtaining and paying for such utilities, unless otherwise agreed to by the Facility Manager.

17.0 **PARKING:**

The City shall not furnish free parking for the Contractor or any of the Contractor's employees, agents, subcontractors, or consultants.

18.0 **SPECIFICATIONS AND DRAWINGS:**

Any drawings, documents, or plans referred to in this Agreement shall be regarded as part of this Agreement. The Facility Manager shall furnish, as available, such detailed drawings, plans, and information as it may consider necessary for the Contractor's performance.

19.0 **ASBESTOS OPERATION AND MAINTENANCE PROCEDURES:**

The City has determined that certain building materials used at 611 Walker contain asbestos. A summary of the materials found to contain asbestos from minerals identified at the location is available from the City.

19.1 When performing any work at 611 Walker which could affect any building materials which contain asbestos (including but not limited to the release of asbestos into the air or onto any surfaces of 611 Walker), the Contractor must provide either an Asbestos Maintenance Certified technician or a Chief Engineer or designated person with the appropriate certification for asbestos handling to perform such work.

19.2 The Contractor shall maintain a safe and healthy 611 Walker facility for all persons using the facility, including City employees, Contractor employees, tenants, contracted service workers, other sub-contractors, and the public. The Contractor shall establish an Asbestos Management Plan at 611 Walker that includes, but is not limited to, the following:

19.2.1 Establishing an Operations and Maintenance Program (OMP) at 611 Walker to manage and maintain the asbestos containing materials (ACM) as long as they are present at 611 Walker.

19.2.2 Training all persons working at 611 Walker (including all employees of the City, the Contractor, and all personnel associated with the Contractor) on the OMP.

19.2.3 Providing all persons working at 611 Walker (including all employees of the City, the Contractor, and all personnel associated with the Contractor) with general information on related health effects and regulatory issues.

19.2.4 Performing periodic assessment and evaluation of the condition of the ACM.

19.2.5 Performing abatement and repair of damage and friable ACM.

19.2.6 Performing selective abatement of ACM during renovation, replacement or repair activities at 611 Walker that would otherwise disturb the ACM.

20.0 **OBSOLESCENCE OF EQUIPMENT:**

The Contractor may propose to the Facility Manager that an equipment item is obsolete and needs to be replaced, and the Facility Manager, at its own discretion, may order Contractor to replace that

equipment item. Alternatively, the Facility Manager may on its own authority determine that an equipment item is obsolete and order the Contractor to replace the item. In the event of any dispute regarding equipment obsolescence between Contractor and the Facility Manager, the decision of the Department Director shall be final. When replacing any obsolete equipment item, the Contractor shall replace the equipment item as if it had totally failed, in accordance with the maintenance requirements contained in this Agreement.

21.0 **SAFETY:**

The Contractor shall not require any person employed in the performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Health and Safety Act (OSHA) of 1970 (Public Law 91-596).

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

21.1.1. Contractor's personnel shall wear applicable personal protection equipment at all times.

21.1.2 Contractor's personnel who operate equipment or handle materials shall be fully trained in the safe operation of the equipment or handling of materials.

21.1.3. Contractor's personnel shall follow and apply the prevailing safety practices in the applicable industry.

21.2 The Contractor shall develop, implement, and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures, and forward such plan to the Facility Manager. The Contractor shall post safety warnings on equipment as necessary to ensure safe operations. The Contractor shall never install, test, or operate equipment in an unsafe condition or manner.

21.3 The Contractor shall be responsible for the proper operation and maintenance of all safety equipment associated with the systems in each facility. The Contractor shall ensure that all personnel shall be thoroughly familiar with the identification and operation of available fire fighting equipment.

21.4 The Contractor's responsibility for safety, in addition to operation and maintenance work, shall include general safety and systems observations from an "as installed" viewpoint. The Contractor and its employees shall immediately report any unsafe condition to the Facility Manager's attention or to the City individual in-charge.

22.0 **MATERIAL SAFETY DATA SHEETS (MSDS):**

The Contractor shall furnish to the Facility Manager all MSDS sheets, (OSHA Form 174), materials safety data sheets which contain the same information as the OSHA Form 174 for each product used in each facility. A MSDS sheet must accompany each shipment to the facilities.

23.0 **MAINTENANCE AUDIT:**

The Facility Manager may conduct a maintenance audit, either alone or accompanied by the Contractor, or may request that the Contractor conduct a maintenance audit, or may select a qualified third party to perform a maintenance audit. Such an audit shall include inspection of the premises, equipment, inventory, records, logs, and work performance at each facility. The audit

shall be conducted without prior notice to the Contractor. The audit results shall be provided to the Contractor. The Contractor shall correct any discrepancies identified and covered under the terms of this Agreement within five (5) working days after the audit results are provided to the Contractor. The Contractor shall provide the Facility Manager a written explanation for each discrepancy and corrective action taken within ten (10) days after the audit results are provided to the Contractor. Further, the Contractor shall provide the Facility Manager with an inspection and maintenance plan to prevent future occurrences of any problems identified in the audit. The Facility Manager may use the results of the audit to terminate this Agreement, regardless of any corrective action taken by the Contractor.

24.0 **CONTRACTOR'S WIRELESS COMMUNICATION REQUIREMENTS:**

The Contractor shall provide at its own expense all wireless radio communication equipment necessary for the Contractor to perform its duties under this Agreement. At a minimum, the Contractor shall, at all times, issue this equipment to the Key Staff personnel at each facility. The Contractor shall also issue four of the same equipment to the Facility Manager. The Contractor shall service and maintain all wireless radio communication equipment. Wireless communication shall be of clear quality and if necessary provide repeater(s) to obtain such celerity.

25.0 **DAMAGE TO CITY PROPERTY, INCLUDING VANDALISM, NEGLIGENCE BY OTHERS, AND FORCE MAJEURE:**

While the Contractor is required to make any repairs to each facility that are required, the Contractor will not bear the cost of damage caused to the physical plant of the facility, including physical structures and grounds, by gross and willful negligence of third parties, vandalism, or force majeure. The Contractor shall make any necessary repairs and the City shall pay for them at the prevailing hourly wage rates plus materials as outlined in EXHIBIT "H" Labor Rates, provided the City allocates sufficient funds.

25.1 However, the Contractor is responsible for, and bears the cost of performing all of the other services detailed in this Agreement, unless specifically stated otherwise. The Contractor is also responsible for, and bears the cost of:

25.1.1 Repairing damage to each facility caused by ordinary wear and tear, including (but not limited to) minor nicks, scratches, cuts and scrapes.

25.1.2 All damage to City property caused by the Contractor, its employees, or by other applicable personnel associated with the Contractor, including but not limited to the Contractor's agents and subcontractors. Such responsibility includes, but is not limited to, damage due to the carelessness or neglect of the Contractor or its agents, employees, or subcontractors.

25.2 The Facility Manager is the final authority when resolving any issues regarding the responsibility for repairs under this Agreement, including the determination of normal wear and tear, negligence by others, vandalism, force majeure, or the Contractor's negligence.

26.0 **ADDITIONS & DELETIONS:**

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee

schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the EXHIBIT "H" Fee Schedule.

27.0 **ADDITIONAL REPAIRS AND/OR SERVICES:**

The City, may issue a Purchase Order for repair work not covered under the terms of the contract, "damage to City property" under item 25.0, or building enhancements. All fees shall be in accordance under the EXHIBIT "H" Fee Schedule and/or EXHIBIT "H" Labor Rates.

28.0 **ESTIMATED QUANTITIES NOT GUARANTEED:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of facility maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

29.0 **WARRANTY OF SERVICES:**

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

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

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

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

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

EXHIBIT "B-1"
SYSTEM & EQUIPMENT MAINTENANCE

1.0 SCOPE OF SYSTEM AND EQUIPMENT MAINTENANCE:

The Contractor is required to properly operate, manage, maintain, and repair the equipment and systems at each facility as intended by their manufacturers. Such equipment and systems include, but are not limited to, all hardware as delineated in this Agreement, including but not limited to:

- 1) Heating/ventilation and air conditioning system (HVAC).
- 2) Plumbing system.
- 3) Electric power supply and distribution system.
- 4) Lighting system.
- 5) Any minor maintenance functions.
- 6) Building Automated System (BAS).
- 7) Fire and life safety system.
- 8) Security system. (??)
- 9) Parking access system

The maintenance tasks the Contractor shall perform shall include, but not be limited to:

1. Inspection.
2. Calibration.
3. Testing.
4. Cleaning.
5. Lubrication.
6. Adjustment.
7. Filter cleaning.
8. Replacement.
9. Performing scheduled periodic and preventive maintenance.
10. Performing scheduled and break-down repair coverage.
11. Keeping equipment and work areas free of debris.
12. System checkouts.
13. Troubleshooting.

2.0 MAINTENANCE OBJECTIVES:

Safety, reliability, and utility cost avoidance through the development and implementation of a proper maintenance program are paramount among the goals of the City in securing property and facility maintenance contract services. Therefore, key areas of concentration for the Contractor are effective management and maintenance of the systems listed in this Agreement and limiting utility costs and minimizing interruptions.

- 2.1 The Contractor shall maintain all equipment and systems at an acceptable level (as determined by the Facility Manager), and in strict compliance to the manufacturer's minimum requirements, in order to ensure that each facility is operated in an efficient and effective manner (as determined by the Facility Manager).

3.0 SYSTEMS AND EQUIPMENT MANAGEMENT PROGRAM:

The Contractor shall, at a minimum, include the following requirements in its management of the systems and equipment addressed in this Agreement and document how it meets each requirement:

- 3.1 Preventive Maintenance Program
- 3.2 Remedial Maintenance

- 3.3 Service Call response plan and audit
- 3.4 Quality control and documentation program
- 3.5 Compliance with Contract procedures
- 3.6 Inventory program
- 3.7 Cost estimating system
- 3.8 The purchasing and subcontracting procedures the Contractor uses to obtain labor, materials, supplies, repair parts, tools, instruments, and equipment it requires to perform the work specified in this Agreement.
- 3.9 Energy conservation plan
- 3.10 Safety program and plan
- 3.11 Training program and staff development plan
- 3.12 Emergency operating plan
- 3.13 Operating plans and procedures
- 3.14 Customer satisfaction program
- 3.15 Within the first 60 days of this Agreement, the Contractor shall create and furnish for the City's review and approval a plan containing the Contractor's recommendations for the procedures and reports the Contractor shall use to provide each of the above items.

3.0 FIRST-CLASS CONDITION:

At the start of this Agreement, the City shall deliver to the Contractor the systems and equipment identified in this Agreement in substantially first-class condition, except as otherwise noted in this Agreement. After the start of this Agreement, the Contractor shall be responsible for any repairs which are needed to ensure that the systems and equipment identified in this Agreement are kept in first-class condition, except as otherwise provided in this Agreement.

- 4.1 The Contractor shall be responsible for assuring that all equipment has been properly maintained and is operating in first-class condition at the time this Agreement expires. This responsibility applies to any and all equipment, components, and appurtenances as well as controls and systems maintenance identified in this Agreement.
- 4.2 The Contractor shall perform all work and bear all costs for the repair or replacement of any item in any system, which is not operating in accordance with its required function. The Contractor shall schedule and perform all preventive maintenance that the equipment requires to operate in a first-class condition. The Contractor shall perform preventive maintenance on each item maintained under this Agreement at least once every six months, or such lesser interval as set out in the Preventive Maintenance schedule.

4.0 REMIDIAL MAINTENANCE:

The Contractor shall proactively perform any of the maintenance activities identified in this Agreement, which it becomes aware of the need for. The Contractor shall not await notification from the City or any other person or entity that maintenance work needs to be performed, but should instead act on its own initiative to identify when a need for maintenance work arises, and then act to ensure that such work is performed.

5.0 PREVENTIVE MAINTENANCE PROGRAM:

The Contractor shall maintain all equipment and systems at 611 Walker at an acceptable level (as determined by the Facility Manager), and in strict compliance to manufacturer's minimum requirements, to ensure that each facility is operated in an efficient and effective manner (as determined by the Facility Manager).

Contractor will be required to utilize General Services Department's (GSD's) Computerized Maintenance Management System (Upturn Solution's Sprocket Work Order System) to track and manage all activities associated with maintenance and repair. The current version of Sprocket used by the City of Houston is 1.9.2.

Contractor shall purchase 3 Sprocket User Licenses, 12 spMobile/ WiFi Licenses and 12 PDA's. Contractor shall provide monthly reports using Sprockets reporting dashboards to demonstrate activities. Contractor shall make arrangements with Upturn Solutions or Johnson Controls for any support needs that may arise while making the transition to the Sprocket Work Order System.

Contractor will make arrangements to train personnel, and will purchase all associated licenses and equipment necessary to operate the Sprocket system.

6.1 The Preventive Maintenance program to be performed by the Contractor shall include, but not be limited to, the following: periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, installing parts, and making repairs needed to keep the equipment and systems in first-class operating condition, as determined by the Facility Manager.

6.2 The Contractor shall prepare and maintain a preventive maintenance schedule, which shall indicate when preventive maintenance is to be performed on the items covered by this Agreement, as well as contain a preventive maintenance history for each item the Contractor maintains under this Agreement.

6.3 The following is a non-exclusive list of typical examples of the types of problems, which the Contractor performance of preventive maintenance shall ensure are either avoided or immediately resolved:

- | | |
|---|-------------------------|
| A) Hot | B) Cold calls |
| C) High humidity | D) Poor control |
| E) Poor calibration | F) Faulty operator |
| G) Stuck dampers | H) Dirty filters |
| I) No belts | J) Worn belts |
| K) Loose belts | L) Dirty coils |
| M) Dirty fans | N) Duct leaks |
| O) Air imbalances | P) Water imbalances |
| Q) Poor heat transfer | R) Stuck valves |
| S) Plugged strainers | T) Equipment shutdown |
| U) Equipment failure | V) Loose wiring |
| W) False trips | X) Valve leaks |
| Y) Fitting leaks | Z) Pipe rust |
| AA) Damaged insulation | BB) Excess noise |
| CC) Excess vibration | DD) Lamp replacement |
| EE) Direct Digital Controller Problems | FF) Ballast replacement |
| GG) Facility Mgmt. System | HH) Lens cleaning |
| II) Central Processing Unit reliability | JJ) Switches |
| KK) Water treatment | LL) Sensor heads |
| MM) Chiller integrity | NN) Relays |
| OO) Incorrect Time Indication | |

6.0 **ROUTINE MAINTENANCE AND OPERATIONS:**

The Contractor is responsible for the daily, routine operation of the systems described in this Agreement, as well as their associated components. This responsibility includes, but is not limited

to, the maintenance, control, operation, and sequencing of such systems and their associated components. The Contractor shall perform such work in accordance with either (1) the initial design requirements of the systems and their associated components, or (2) any subsequent changes to the systems and components which are supported by shop drawings from control companies which were involved in the initial construction or in any subsequent modifications to the systems and components.

- 7.1 Normally, the Contractor shall make all routine maintenance decisions. The Facility Manager and the Contractor however, shall mutually agree to long-range changes in maintenance philosophy, schedules, and the existing preventive maintenance program.
- 7.2 Prior to implementing any modification(s) to the systems and their associated components, the Contractor and the Facility Manager shall mutually agree upon any changes to be made by the Contractor to control operating procedures or sequences.
- 7.3 The Contractor has the right, subject to the approval of the Facility Manager, to make any changes or final decisions on or related to the following:
 - 7.3.1 Control operating methods and sequences
 - 7.3.2 Systems maintenance
 - 7.3.3 Preventive maintenance program
- 7.4 If the Facility Manager chooses to override maintenance decisions of the Contractor, then the Facility Manager shall inform the Contractor in writing of this decision and assume full responsibility for the results of this decision.
- 7.5 Upon the completion of any work resulting from changes decided upon by the Contractor or the Facility Manager, the Contractor shall assume responsibility for all operation, maintenance or service work related to those changes.
- 7.6 The Contractor shall be responsible for all hardware, field gear and software as it relates to the BAS, DDC, HVAC, and combination systems described in this Agreement.
- 7.7 The Contractor shall be responsible for becoming familiar with all systems and equipment described in this Agreement and to operate and maintain such systems and equipment in first-class condition at all times.
- 7.8 **MAINTENANCE SHUTDOWNS**
During each year of this Agreement, the Contractor shall schedule an annual maintenance shutdown during which the Contractor shall perform repair or replacement of equipment that cannot be serviced while the systems are in operation as well as certain unscheduled maintenance work, which is to be performed by the Contractor with maximum quality within a limited time. The Contractor shall provide all manpower for management, planning, scheduling, logistics and execution of such a maintenance shutdown, including quality control and expediting. The Contractor shall obtain the approval of the Facility Manager before the annual maintenance shutdown is scheduled and performed.

7.0 SYSTEMS HARDWARE, FIRMWARE AND SOFTWARE:

The Contractor shall maintain all Building Automation System (BAS), Direct Digital Controllers (DDC), firmware and software to be in a completely operational condition, subject to the Facility Manager's approval. In effect, the Contractor shall guarantee the operation, maintenance, and management of the BAS, DDC, for the life of this Agreement between the Contractor and the City.

8.0 **COMPONENT REPAIR/REPLACEMENT:**

The Contractor is responsible for repairing and/or replacing components in the BAS, DDC in order to correct any deficiencies and maintain the systems according to this Agreement.

9.1 The components to be repaired and replaced as part of a total operation and maintenance program include but are not limited to the following:

- 9.1.1 Central Processing Unit (CPU);
- 9.1.2 Moving Head Disk (MHD);
- 9.1.3 Direct Digital Controllers (DDC);
- 9.1.4 Operating System and Data Base;
- 9.1.5 CRT and keyboard touch pad;
- 9.1.6 High speed line printer;
- 9.1.7 Sensors, all related devices and field gear.

9.2 All replacement hardware, firmware, and field devices for the BAS and DDC systems shall be factory equipment identical. The hardware, firmware, and field devices in the BAS, DDC, Security System, and CCTV systems shall not be interchanged between systems; for example, a field device for the BAS system shall only be used in the BAS system.

9.0 **OPERATOR QUALIFICATIONS:**

The Contractor shall provide an operator who is experienced in the operation of a BAS identical in design capabilities and features to the one installed at each facility and who possesses and is able to demonstrate (upon the request of the Facility Manager) the following qualifications:

10.1 Successful completion of the factory offered courses for the BAS front end and DDC systems.

10.2 The ability to perform and demonstrate (upon request) all necessary duties at the BAS front end, including, but not limited to:

- 10.2.1 Familiarity with the detail operation of the CPU.
- 10.2.2 Execution of all diagnostic tests.
- 10.2.3 Knowledge of the detailed operation of the moving head disk (MHD).
- 10.2.4 Removal and replacement of any modular component in the MHD.
- 10.2.5 Performance of alignments on the MHD.
- 10.2.6 Performance of all preventive maintenance on all front end hardware.
- 10.2.7 Ability to decipher system error log files.
- 10.2.8 Ability to make back up copies of software, save and restore database.
- 10.2.9 Ability to decipher system error log files.
- 10.2.10 Operation of system to obtain status information of hardware.
- 10.2.11 Alignment of printer and CRT.
- 10.2.12 Application of electrostatic discharge precautionary techniques.
- 10.2.13 Ability to capture and graph information and print out various points of interest, such as temperature, electrical consumption and history accumulations.

10.3 The ability to perform and demonstrate (upon the request of the Facility Manager) the following duties with the DDC (Direct Digital Controls) system, including, but not limited to:

- 10.3.1 Knowledge and understanding of the purpose and operation of the DDC system and how it relates and interfaces with the operation of the BAS front end and the HVAC system.
- 10.3.2 Programming of field point definitions.

- 10.3.3 Adding energy management programs to a DDC program to optimize energy costs without sacrificing occupant comfort.
- 10.3.4 Adding display functions to a DDC program to optimize the user interface and troubleshooting techniques.
- 10.3.5 Generation and loading of programs for a DDC system.
- 10.3.6 Troubleshooting software and hardware problems in a DDC system.
- 10.3.7 Engineering system applications utilizing the program generator.
- 10.3.8 Utilizing the latest DDC programming tools.
- 10.3.9 Interpreting software points, hardware points and CDB functions of CAL1 printouts.
- 10.3.10 Reading the set point of a control loop.
- 10.3.11 Enabling or disabling control strategies.
- 10.3.12 Tuning control loops through adjustment of control loop parameters.
- 10.3.13 Selecting points to be alarm able and define the alarm status.
- 10.3.14 Adding/deleting points to the system.
- 10.3.15 Adding/deleting control loops to the system.
- 10.3.16 Understanding and demonstrating the function of the Distributed Processing Unit

11.0 **MAJOR EQUIPMENT REPLACEMENT:**

"Major equipment" includes, but is not necessarily limited to, the following:

- 11.1 All boilers, chillers and condensers.
- 11.2 Building Automation System (BAS) central computer and associated equipment.
- 11.3 Chilled and condenser water pumps serving central plant equipment.
- 11.4 Chillers and Associated Components.
- 11.5 Air Handling Units.
- 11.6 Hot Water Converters.
- 11.7 Domestic or Heating Water Heat Exchangers.
- 11.8 Pipe and Duct Systems.
- 11.9 Diesel Generators.
- 11.10 Variable Speed Drives.
- 11.11 Fans.) Fan Coil Units.
- 11.12 Unit Heaters.
- 11.13 Liebert Units.
- 11.14 VAV Boxes.
- 11.15 Related components and appurtenances including piping, controls, and any other parts required to place major equipment into normal first-class service.
- 11.16 The Contractor shall be responsible for performing and shall bear the cost of replacing major equipment whenever it cannot be repaired. However, the Contractor shall not bear the cost of such major equipment replacement when the failure of the major equipment has resulted from causes which are beyond the Contractor's control, such as Force Majeure, vandalism, obsolescence, modifications made by others, or conditions which are not insurable.
- 11.17 When providing replacement parts for major equipment, the Contractor shall follow the requirements for such replacement parts that are contained in the Warranties section in the main body of the Agreement above.

12.0 **MAINTENANCE MANUALS:**

The Contractor shall, prior to the end of the first year of this Agreement, develop two (2) complete and detailed sets of maintenance manuals for all systems, equipment, and appurtenances.

- 12.1. These manuals shall:

- 12.1.1 Use the manufacturers' identified periodic maintenance recommendations as a minimum standard.
- 12.1.2 Incorporate any additional maintenance procedures which are dictated by the Contractor's past experience or which are acceptable industry standards;
- 12.1.3 Include the following:
 - 12.1.3.1 The types of periodic maintenance to be performed on a scheduled basis.
 - 12.1.3.2 A list of expendable parts to be replaced on a scheduled basis.
 - 12.1.3.3 Tests to be performed and results issued to the Facility Manager.
 - 12.1.3.4 Manufacturer's equipment data sheets.
 - 12.1.3.5 Recommended spare parts lists for each piece of equipment.
 - 12.1.3.6 List of facility equipment by system and location.
- 12.2 At the end of the first year of this Agreement, the Contractor shall submit one copy of the manual to the Facility Manager for the Facility Manager's review and comment.
- 12.3 All manufacturers' data on equipment shall become the property of the City as soon as the Contractor receives this data.
- 12.4 The City shall furnish printed copies of construction drawings pertaining to the areas, systems and equipment associated with this Agreement to the Contractor without charge.
- 12.5 If the Contractor, in developing or maintaining the manuals, cannot obtain required data from a manufacturer, the Contractor may request in writing that the City relieve the Contractor of the requirement that it obtain such data, which shall include an explanation of why the Contractor could not be obtain such data.

13.0 **REPORTS:**

13.1 Routine Reporting System

The Contractor shall submit a monthly report to the Facility Manager containing:

- 13.1.1 An overall summary of maintenance work performed.
 - 13.1.2 The results of tests conducted.
 - 13.1.3 The general status and history of systems and equipment.
 - 13.1.4 A list of any equipment breakdowns and the corresponding time needed to repair such systems and equipment.
 - 13.1.5 A projection of any major equipment shutdowns which are required for maintenance purposes.
- 13.2 The Contractor shall additionally keep a Daily Maintenance Log of maintenance activities. This log shall be subject to periodic review by the Facility Manager and is the property of the City.

14.0 **FINAL MAINTENANCE REPORT:**

Thirty (30) days prior to expiration of this Agreement, the Contractor shall provide the Facility Manager with a complete final report describing the condition of all equipment, including inspection and test reports, and certified statements signed by an agent of the Contractor testifying to the first-class operating condition and maintenance of all equipment and systems.

15.0 **RECOMMENDATIONS FOR SYSTEM IMPROVEMENTS:**

It is recognized that the Contractor has no responsibility regarding the design of each facility. However, where it is evident that safety, reliability, efficiency, and maintenance downtime can be improved through investment in new or replacement equipment, the Contractor shall advise the Facility Manager of such opportunities for the City's consideration.

16.0 **RIGHT OF INSPECTION**

The Contractor shall notify the Facility Manager in writing upon completion of all work. The Facility Manager, as the representative of the City, shall have the right to inspect such work while it is being performed or after it is completed. The Facility Manager shall notify the Contractor within seven (7) calendar days after receiving the Contractor's notification that the work has been completed of any noted discrepancies in the work performed which the Contractor needs to correct. The Contractor is obligated to correct such discrepancies. If the Contractor does not correct the discrepancies noted by the Facility Manager, the City may have the discrepancies corrected at the Contractor's cost.

EXHIBIT "B-2"
HVAC SYSTEM

1.0 The Contractor shall be responsible for the operation, maintenance, and repair of the HVAC system in its entirety and for providing all labor, materials, supervision, spare parts, supplies and equipment it requires to perform such duties.

2.0 **ENVIRONMENTAL CONDITIONS:**

The Contractor shall be required to operate, maintain, balance, and adjust all systems equipment, components and appurtenances as required maintaining the following environmental conditions within occupied conditioned spaces:

| | <u>SUMMER</u> | <u>WINTER</u> |
|---------------------|-----------------------|---------------|
| Cooling Temperature | 76F ± 2F | 76F ± 2F |
| Humidity | 55% ± 5% | 60% max. |
| Heating Temperature | 76F ± 2F | 72F ± 2F |
| Humidity | (reheat control only) | |

2.1 Where required, the Contractor shall reduce and balance exhaust air systems and increase and balance outdoor air intake systems to reduce building infiltration, whenever they are the primary cause of an inability to maintain the environmental conditions as described above. Where physically practical in 611 Walker, the Contractor shall provide, in periods of heating and cooling, ventilation in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. Where this is not practical, the Contractor shall provide the maximum allowable amount of ventilation during periods of heating and cooling and pursue opportunities to increase ventilation up to current standards.

2.2 The Contractor shall develop, within 90 days of the implementation of this Agreement, an Indoor Air Quality (IAQ) program. The IAQ shall consist of short term as well as long term program resolutions. The Contractor shall submit the IAQ to the Facility Manager in a formal report format, semi-annually. The Facility Manager shall approve the program prior to implementation.

2.3 The Contractor shall be responsible for capturing and recycling or safely disposing of all ozone depleting substances encountered during the maintenance, repair, or service of the HVAC equipment in accordance with applicable Federal and State regulations and City Ordinances on the environment.

2.4 The Contractor shall immediately respond to a critical malfunction of any HVAC system, defined as a lack of air circulation in all or any part of the facility. The Contractor's personnel shall work continuously, without regard for usual business hours, until critical malfunctions are corrected and the system is on-line operational. The Contractor shall respond within one (1) hour to other HVAC system problems which are not critical malfunctions.

2.5 Legionnaire's Disease: The Contractor shall be responsible for establishing a routine process to test for the presence of Legionella and/or other potentially harmful organisms in conjunction with the HVAC operation and maintenance.

2.6 The HVAC system consists of, but is not limited to, the following:

- 2.6.1 Chilled Water System
- 2.6.2 Condensed Water System
- 2.6.3 Air Conditioning System

- 2.6.4 Ventilation System
- 2.6.5 DDC control systems
- 2.6.6 Natural Gas System
- 2.6.7 Air Handling Units
- 2.6.8 Distribution equipment and systems
- 2.6.9 Ductwork, inlets/outlets

2.7 A listing of the HVAC equipment, which the Contractor shall maintain, is provided in Exhibit "B-2.1" for the Lanier Public Works Building, in Exhibit B-2.2 for the Houston Emergency Center and B-2.3 the Utility Maintenance Branch Facilities.

3.0 **LANIER PUBLIC WORKS BUILDING HVAC SYSTEM EQUIPMENT:**

3.1 **BAS/DDC System**

- Trane Chillers - 3 - 1000 ton; 1 - 500 ton
- Trane Air Handling Units including Coils - 78
- Fan Coil Units - 3 (in tunnel)
- Electric Unit Heaters - 6
- Air Cooled Cooling Units and Condensers - 3
- Liebert Water Cooled Units - 15
- Variable Air volume Boxes - 578
- Pumps - Chilled water- 6 (hor. split); 2 (end split), hot water- 2 (hor. split) 3 (end suction)
- Air Terminal Units B Thermafushers - 40
- Fans and Motors B -12
- Water Treatment
- Boilers - 3 Hot water; natural. gas fired; 10,460 mgh input (Sellers Engr=g Co., 250 HP-W-Model LN490)
- Variable Frequency Drives - Included in air handling count.
- Air Filters for all HVAC equipment 0.03-micron/max pres. drop of 3 PSIG
- Exhaust fans - 53
- Cooling Towers - 3 - Marley M# NC9261SS, Packaged Double Flow)
- Gauges
- Bubble Tight Valves
- Duct Work
- Outside Air Intake Units B 7 included in Air Handling Unit Count
- Louvers/Dampers
- Motors
- Diffusers

3.2 **Included Controls**

- Flow Switches
- Temperature Elements
- Relays
- Differential Pressure Switches/Transmitters
- Control Panels
- Power Supplies
- Dampers
- Humidity sensors
- Static Pressure Switches
- Static Pressure Sensors
- Room Thermostats/Sensors
- Damper Actuators
- Temperature Transmitters
- Receiver Controllers
- Booster Relay

Pressure Indicator
Pressure Transmitter
High Limit Thermostat
Enclosures
Control Valves
Pilot Positioners

EXHIBIT "B-2.2"
HOUSTON EMERGENCY CENTER HVAC SYSTEM EQUIPMENT

1.0 BAS/DDC SYSTEM:

- Trane Chillers - 3 - 450 ton
- Trane Air Handling Units - 11
- Airflow Air Handling Units - 20
- Frequency Drive - 5
- Gas Monitor - 1
- Pumps - Chilled water- 4 , Condenser water- 2
- Fans and Motors -16
- Water Treatment
- Air Filters for all HVAC equipment
- Exhaust fans - 1
- Duct Work
- Louvers/Dampers
- Motors
- Diffusers

3.0 INCLUDED CONTROLS:

- Flow Switches
- Temperature Elements
- Relays
- Differential Pressure Switches/Transmitters
- Control Panels
- Power Supplies
- Dampers
- Humidity sensors
- Static Pressure Switches
- Static Pressure Sensors
- Room Thermostats/Sensors
- Damper Actuators
- Temperature Transmitters
- Receiver Controllers
- Booster Relay
- Pressure Indicator
- Pressure Transmitter
- High Limit Thermostat
- Enclosures
- Control Valves
- Pilot Positioners

2700 DALTON HVAC SYSTEM EQUIPMENT

| Type of Equipment | Manufacturer | Model No. | Serial No. | Qty. | Location |
|-------------------|--------------|---------------|------------|------|--|
| BAS | Trane | Tracer | 15.00.0119 | 1 | 2 nd floor Electrical Room |
| AHU | Carrier | 40YA018300 | 4690H02050 | 1 | |
| AHU | Carrier | FB4AW060 | 1792H04949 | 1 | |
| AHU | Carrier | 39EB11 | 2592T37587 | 1 | |
| AHU | Carrier | N/A | N/A | 1 | |
| Boiler | N/A | 2100-08-WP-1 | 211A805D | 1 | |
| CHW/pump | N/A | N/A | N/A | 2 | |
| HW/pump | N/A | N/A | N/A | 2 | |
| Split System | Carrier | 39EB29 | N/A | 1 | Upstairs |
| Split System | Carrier | 2592T13588 | N/A | 1 | Upstairs |
| Chiller System | Carrier | 39EB11 | N/A | 1 | Downstairs |
| Split System | Carrier | 30-GB-100-650 | N/A | 1 | Downstairs |
| Split System | Carrier | 2792E08426 | N/A | 1 | Mechanic Office |

7101 RENWICK HVAC SYSTEM EQUIPMENT

| Type of Equipment | Manufacturer | Model No. | Serial No. | Qty. | Location |
|--------------------------|---------------------|---------------------------|-------------------|-------------|--|
| BAS | Carrier | | | 1 | Computer Room 1 st Floor |
| Package Unit | Trane | FSHD254H700C3BB100AB00000 | C06F05649 | 25 tons | Roof Top |
| Package Unit | Trane | FSHD254H700C3BB100AB00000 | C06F05650 | 25 tons | Roof Top |
| Package Unit | Trane | FSHD254H700C3BB100AB00000 | C06F05651 | 25 tons | Roof Top |
| Package Unit | Trane | FSHD254H700C3BB100AB00000 | C06F05652 | 25 tons | Roof Top |
| Package Unit | Trane | FSHD254H700C3BB100AB00000 | C06F05653 | 25 tons | Roof Top |
| Split System | Lennox | HS29-090-3G | 5606L12025 | 1 | Annex |
| Split System | Lennox | HS29-090-3G | 5606J07084 | 1 | Annex |
| Package Unit | Lieberts | PFH02A-PL3 | 0626N129796 | 1 | 2 ND I.T. Rm.. |
| Package Unit | Lieberts | PFH02A-PL3 | 0626N129593 | 1 | 2 ND I.T. Rm.. |

5900 TEAGUE HVAC SYSTEM EQUIPMENT

| Type of Equipment | Manufacturer | Model No. | Serial No. | Qty. | Location |
|-------------------|--------------|-----------|------------|------|----------|
| Self contained | Carrier | 48D0112D | N/A | 1 | Roof Top |
| Self contained | Carrier | 39EP08 | N/A | 1 | Roof Top |
| Self contained | Carrier | 8DD028 | N/A | 1 | Roof Top |
| Self contained | Carrier | 48DD016 | N/A | 1 | Roof Top |
| Self contained | Carrier | D894175 | N/A | 1 | Roof Top |

718 & 802 E. BURRESS HVAC SYSTEM EQUIPMENT

| Type of Equipment | Manufacturer | Model No. | Serial No. | Qty. | Location |
|--------------------------|---------------------|------------------|-------------------|-------------|------------------|
| Split System | Carrier | 38EN060530 | N/A | 1 | Rooftop |
| Split System | Carrier | 38CKB036005 | N/A | 1 | Rooftop |
| Split System | Carrier | 38CKB036500 | N/A | 1 | Rooftop |
| Split System | Carrier | 53BA-024K | N/A | 1 | Rooftop |
| Split System | Bryant | 566DEX240000AA | N/A | 1 | Rooftop |
| Split System | Carrier | 39FD10 | N/A | 1 | Rooftop |
| Window Unit | Westinghouse | WA518EP2K1 | N/A | 1 | Maintenance Bldg |
| Window Unit | Kenmore | 1068721890 | N/A | 1 | Maintenance Bldg |
| Window Unit | Emerson | 18LH4EH-A | N/A | 1 | Maintenance Bldg |
| Split System | Cutler Hammer | 517A120 | N/A | 1 | Maintenance Shop |
| Window Unit | Westinghouse | WAH086P12 | N/A | 1 | Guard Station |
| Split System | Carrier | 40HQ060310 | N/A | 1 | Rooftop |
| Split System | Ruud | N/A | N/A | 1 | Rooftop |
| Split System | Carrier | 5055-18301 | N/A | 1 | Rooftop |
| Split System | Eubank | P924CF | N/A | 1 | Rooftop |
| Split System | Trane | BTA048D300A1 | N/A | 1 | Rooftop |
| Split System | York | N/A | N/A | 1 | Rooftop |

100 JAPHET BLDG. "A" & "E" HVAC SYSTEM EQUIPMENT

| Type of Equipment | Manufacturer | Model No. | Serial No. | Qty. | Location |
|--------------------------|---------------------|------------------|-------------------|-------------|-----------------|
| BAS | Trane | Tracker | | | |
| Roof Top Package | N/A | N/A | N/A | 1 | Roof |
| Roof Top Package | N/A | PGDB70F16 | N/A | 1 | Roof |
| Roof Top Vent Fans | N/A | N/A | N/A | 1 | Roof |
| Package AC Roof Unit | York | N/A | N/A | 1 | Roof |
| Roof Top AC Unit | N/A | N/A | N/A | 1 | Roof |
| Roof Top AC Unit | N/A | SFCBB504LA | N/A | 1 | Roof |
| Roof Top AC Unit | N/A | SFCB252LA | N/A | 1 | Roof |

EXHIBIT "B-3"
PLUMBING SYSTEM

- 1.0 The Contractor shall be responsible for the operation, maintenance and repair of the plumbing system at Bob Lanier Public Works Building, Houston Emergency Center and the Utility Maintenance Branch Facilities.
 - 1.1 The plumbing system consists of but is not limited to the following:
 - 1.1.1 Water Pumping System
 - 1.1.2 Potable and Water Systems
 - 1.1.3 Hot Water System
 - 1.1.4 Natural Gas System
 - 1.1.5 All means used to provide water to the Fire Suppression Systems (wet & dry)
 - 1.1.6 Sanitary & Storm Sewer Systems and Lift Stations
 - 1.1.7 Backflow Preventers
 - 1.1.8 All fixtures and appliances
 - 1.1.9 Fuel oil system
 - 1.1.10 Gasoline Dispensing System
 - 1.1.11 Courtyard water fountain system
 - 1.1.12 Clean agent (Fm 200) Fire Extinguishing System
 - 1.2 The Contractor shall immediately respond to any critical malfunctions in the plumbing system, which is defined as any problems involving the fire suppression system. The Contractor's personnel shall work continuously, without regard for usual business hours, until critical malfunctions are corrected and the system is on-line operational. The Contractor shall respond to and/or correct all other non-critical plumbing problems within one (1) hour of having received the work request. Such non-critical problems include complaints that the water provided is "too cold," "too hot," or "noisy", or complaints that leaks, odors, and the like exist. The Contractor shall maintain this system in a first-class condition, in a timely manner, and on a continuous basis. The main and secondary piping systems and runs are also included in the plumbing system maintenance the Contractor is to provide under this Agreement.
 - 1.3 A listing of the plumbing equipment, which the Contractor shall maintain, is provided in Exhibit "B-3.1" for the Lanier Public Works Building, the Houston Emergency Center and the Utility Maintenance Branch Facilities.

EXHIBIT "B-3.1"
**LANIER PUBLIC WORKS BUILDING, HOUSTON EMERGENCY CENTER AND THE UTILITY
MAINTENANCE BRANCH FACILITIES PLUMBING SYSTEM EQUIPMENT**

Pumps B Domestic B 4 (Existing), Fire & Jockey Pump - (Existing), Fuel Oil 1
1 submersible (Existing), 2-skin mount (New), courtyard fountain B 2 with filters.

Cut-Off Valves

Check Valves

Toilets and Water Tanks and associated components

Faucets

Drains

Shower Heads

Soap Dispensers

Hot Water Heaters, Domestic B 5 (Electric) (Existing)

Sanitary/Storm Sewer Pumps and Lift Stations B 8 existing, 3 (new)

Drinking Fountains w/2 ice water units and pumps

Bubble Tight Valves

Compressed Air for Hydro pneumatic tanks

Urinals

Emergency Eye Wash Showers

Lavatories

Sinks

Hose Bibs

Water Hammer Arresters

Backflow Preventers

Trap Primers

Hydro pneumatic tanks - 2

EXHIBIT "B-4"
ELECTRICAL POWER SUPPLY & DISTRIBUTION SYSTEM

- 1.0 The Contractor shall be responsible for the operation, maintenance, and repair of the electrical system and switchgear system at each facility. The Contractor shall provide all labor, material, supervision, spare parts, supplies, and equipment it requires to perform its duties under this Exhibit. The Contractor shall maintain these systems in a first-class condition, in a timely manner, and on a continuous basis. The Contractor shall comply with the **City of Houston's Green Lights programs** on all purchases and replacement of lighting components.
- 1.1 For critical malfunctions causing major outages or interruption of services, which are defined as any problem affecting the secondary power systems or the switchgear systems, the Contractor shall respond immediately and work continuously, without regard for usual business hours, until such critical malfunctions are corrected and the system is on-line operational. The Contractor shall respond to and/or correct all other problems within one (1) hour of receiving the work request (including instances of electrical problems involving "no lights," "flickering lights," "no power to electric receptacle," etc.)
- 1.2 The electrical systems consist of but are not limited to, the following:
- 1.2.1 Secondary Power Systems
 - 1.2.2 Emergency Power Generating System and electronics
 - 1.2.3 Uninterrupted Power Supply System(s)
 - 1.2.4 Lighting Systems
 - 1.2.5 Switchgear Systems
 - 1.2.6 Branch Circuits
 - 1.2.7 Parking Garage Distribution System

A listing of the electrical equipment, which the Contractor shall maintain, is provided in Exhibit "B-4.1"

EXHIBIT "B-4.1"
ELECTRICAL POWER SUPPLY & DISTRIBUTION SYSTEM EQUIPMENT

1.0 ELECTRICAL POWER SUPPLY & DISTRIBUTION SYSTEM:

Transformers
Safety Switches
Fuses
Circuit Breakers
Starters
Motor Control Centers
Panel Boards
Switch Boards
Electric Power Outlets
Electric Motors
Diesel Generators including Fuel Maintenance Program to ANSI SPEC.
Wiring
UPS (Uninterruptible Power Supply Systems) including Batteries and Computer Rooms
Transfer Switches B Manual and automatic
Receptacles
Light Switches
Cord Reels
Protective Devices
Electrified Furniture

2.0 LIGHTING FIXTURES:

All fixtures/lamps and ballasts:

2.1 Reference Standards

| | | | |
|--------|---------------|---|---|
| 2.1.1 | ANSI/ANSI C78 | - | Fluorescent Lamps |
| 2.1.2 | ANSI/ANSI C78 | - | High Intensity Discharge Lamps |
| 2.1.3 | ANSI/ANSI C78 | - | Incandescent Lamps |
| 2.1.4 | ANSI/ANSI C82 | - | Lamp Ballasts |
| 2.1.5 | ANSI/UL 935 | - | Safety Standard for Fluorescent Lamp Ballasts |
| 2.1.6 | ANSI/UL 1029 | - | High Intensity Discharge Lamp Ballasts |
| 2.1.7 | NEMA FA 1 | - | Outdoor Floodlighting Equipment |
| 2.1.8 | NEMA LE 1 | - | Fluorescent Luminaries |
| 2.1.9 | NEMA LE 3 | - | Manual for High Intensity Discharge (HID) Lamps |
| 2.1.10 | UL 57 | - | Electric Lighting Fixtures |

EXHIBIT "B-5"
OTHER MAINTENANCE SERVICES

1.0 RESERVED

2.0 RESERVED

3.0 **MINOR AND PREVENTATIVE MAINTENANCE FUNCTIONS:**

- 3.1 The Contractor shall perform minor and preventive maintenance functions including (but not limited to) servicing and/or repairing doors, door closures, door frames, overhead doors, door locks, cabinet(s), overhead cabinet and desk locks, duplicate keys, office desks, office chairs, office cabinets, and hand dryers.
- 3.2 The Contractor shall immediately respond to and correct critical problems, which are defined as anything that affects the security of each facility. Walker, including but not limited to problems with door closures or door locks. The Contractor shall complete any repair or service of non-critical items within one (1) working day or shift. In the event that an unforeseen backlog of minor maintenance work orders occurs, the Contractor shall respond to and correct the backlog of work orders at the earliest opportunity, on a priority-of-work, manpower, and time availability basis as coordinated with the Facility Manager.

A general listing of the minor maintenance equipment, which the Contractor shall maintain, is provided in Exhibit "B-5.1".

EXHIBIT "B-5.1"
MINOR MAINTENANCE EQUIPMENT

1.0 **DOORS:**

- Key Duplication
- Overhead Doors (adjustments and lubrication)
- Door closure adjustments, replacement
- Lock and passage set adjustments
- Hinge replacement
- Door Glass Breakage

2.0 **OFFICE FURNITURE:**

- Electrical change lamps and trouble shoot problems
- Mechanical repairs on movable partitions
- Desk drawer adjustments, repair, keys
- File cabinet drawers adjustments, repairs, keys

3.0 **MISCELLANIOUS:**

- Hang pictures & bulletin boards
- Hang TV, Monitors, etc.
- Table and Chair Setups
- Hand Dryer Repairs
- Flag Poles

EXHIBIT "B-6"
BUILDING AUTOMATION SYSTEM (BAS)

- 1.0 The Building Automation System (BAS) provides a means to monitor (and, in certain limited circumstances, control) the other systems described in this Agreement. The Contractor shall rely on the BAS to furnish information and use the BAS as the primary tool in the operation of each facility.
- 2.0 The Contractor shall provide all supervision, labor, materials, spare parts, supplies, equipment, and services required to operate and maintain the BAS, whether or not such items are specifically mentioned in this Agreement.
- 3.0 Such operation and maintenance of the BAS shall include the interface between the BAS and the other systems described in this Agreement, including, but not limited to:
 - 3.1.1 Heating system
 - 3.1.2 Ventilation system
 - 3.1.3 Air conditioning systems
 - 3.1.4 Associated components
 - 3.1.5 Any related controls
 - 3.1.6 Instrumentation system
 - 3.1.7 Diesel generators and switchgear
 - 3.1.8 Lighting systems
 - 3.1.9 Fire alarm/suppression system
 - 3.1.10 UPS system
 - 3.1.11 Smoke evacuation system
 - 3.1.12 Security systems
 - 3.1.13 Electrical system
 - 3.1.14 Plumbing system
 - 3.1.15 Sanitation system
 - 3.1.16 Lift stations
 - 3.1.17 Lock and key services
 - 3.1.18 Water pumping system
- 4.0 The Contractor shall maintain the BAS in first-class condition, in a timely manner, and on a continuous basis 24 hours per day, 7 days per week, 365 days per year.
- 5.0 The Contractor shall immediately respond to critical malfunctions with the BAS, which includes any problem in the ability of the BAS to monitor and control the ventilation, air conditioning, lighting, fire alarm/suppression, smoke evacuation, security, and electrical systems. The Contractor's personnel shall work continuously, without regard for usual business hours, until critical malfunctions are corrected and the system is on-line operational.
- 6.0 The Contractor shall respond to all non-critical malfunctions with the BAS within one (1) hour.
- 7.0 The BAS/ATC/CPU systems consist of, but are not limited to, the following:
 - 7.1 Electronic Control System (BAS)
 - 7.2 Central Processing Unit (CPU)
 - 7.3 Web Base software
 - 7.4 A listing of the BAS equipment, which the Contractor shall have full responsibility to maintain, is provided in Exhibit "B-6.1" for the Lanier Public Works Building, the Houston Emergency Center and the Utility Maintenance Branch Facilities.

EXHIBIT "B-6.1"
LANIER PUBLIC WORKS BUILDING AND HOUSTON EMERGENCY CENTER

1.0 **BAS EQUIPMENT:**

2.0 **FACILITY MANAGEMENT SYSTEM:**

- Control PC System
- Stand Alone DDC Panels
- High Speed Printer
- Field Interface Unit
- Modems
- Digital System Controllers
- Fault Monitoring System
- Line Filters
- Fuses

4.0 **INCLUDED CONTROLS:**

- Flow Switches
- Temperature Elements
- Relays
- Differential Pressure Switches
- Control Panels
- Power Supplies
- Dampers
- Humidity Elements
- Static Pressure Switches
- Static Pressure Sensors
- Room Thermostats
- Damper Actuators
- Temperature Transmitters
- Receiver Controllers

EXHIBIT "B-7.1"
FIRE/LIFE SAFETY SYSTEM EQUIPMENT

1.0 FIRE/LIFE SAFETY SYSTEMS:

The Contractor shall be responsible for the efficient operation; maintenance and monitoring of all fire and life safety systems in accordance with applicable fire safety codes. The Contractor shall also maintain accurate documentation of all scheduled inspections of the system. Additionally, the Contractor shall provide all labor, material, supervision, spare parts, supplies, and equipment needed to maintain the fire and life safety systems in a first-class condition, in a timely manner, and on a continuous basis.

- 1.1 The Contractor's responsibilities for the fire/life safety system shall include (but not be limited to) the following:
 - 1.1.1 Operating, monitoring, and maintaining the Fire, Smoke Detection, and Alarm Equipment.
 - 1.1.2 Operating, monitoring, and maintaining the Fire Suppression System (wet and dry).
 - 1.1.3 Operating, monitoring, and maintaining the Fire Extinguishing System (clean agent Fm200).
 - 1.1.4 Operating, monitoring, and maintaining the Security System.
 - 1.1.5 Operating, monitoring, and maintaining the Security System Gate Arms and Roll Up Doors.
 - 1.1.6 Operating, monitoring, and maintaining the Emergency Generator.
 - 1.1.7 Maintaining access to points of egress to ensure orderly and safe evacuation.
 - 1.1.8 Operating, monitoring, and maintaining the Fire pump and Jockey pump.
 - 1.1.9 Establishing and maintaining a fire fighting cart to allow a rapid response in crisis situations.
 - 1.1.10 Responding to fire alarms and assisting in the evacuation of each facility prior to the arrival of the Houston Fire Department (HFD).
- 1.2 The Contractor shall immediately respond to any problems with the fire and life safety systems. The Contractor's personnel shall work continuously, without regard for usual business hours, until such problems are corrected and the systems are on-line operational.
- 1.3 A listing of the fire/life safety system equipment, which the Contractor shall operate, maintain, and monitor is provided in Exhibit "B-7.1" for the Lanier Public Works Building, the Houston Emergency Center and the Utility Maintenance Branch Facilities.

LANIER PUBLIC WORKS BUILDING AND HOUSTON EMERGENCY CENTER

1.0 **LIFEPAK DEFIBRILLATORS:**

1.1 Fire Alarm System

Fire Alarm Control Panel
Extender Panel
Motherboard
Jumpers
Power Supplies
Zone Modules
Alarm Modules
Time Delay Modules
Relays
Batteries
Photoelectric Smoke Detectors
Manual Pull Stations
Horn/Strobe Units
Weatherproof Pull Stations
Heat Detectors
Remote Annunciators
Auxiliary Control Relays
Water Flow Switches
Supervisory Switches
Reaction Sprinkler Solenoids
Cabinets
Panels
Pumps
Fire Sprinkler System
Dry Pipe System
Dry Pipe Compressors
Pressure Regulation Control Valve Stations
Fire Pump and Associated Controls
Jockey Pump
Speakers
Fire/Smoke Dampers
Emergency Telephones
Duct Detectors
Magnetic Locks
Garage and Building Stand Pipe
Fire Hose, Valves, and Cabinets
Ionization Detectors
Fire Alarm Paging System
Fire Extinguishers and Cabinets

EXHIBIT "B-8" PARKING ACCESS EQUIPMENT AND GARAGE EQUIPMENT AND SYSTEMS

1.0 **PARKING ACCESS EQUIPMENT:**

The Contractor shall be responsible for the operation, maintenance, and repair of the parking access equipment at each facility. The Contractor shall provide all labor, material, supervision, spare parts, supplies, and equipment to perform its duties under this Exhibit. The Contractor shall maintain the parking access equipment in a first-class condition, in a timely manner, and on a continuous basis.

1.1 The Contractor shall respond to problems with the Parking Access Equipment within one (1) hour of being notified of the problem.

1.2 The parking access equipment consists of (but is not limited to) the following:

1.2.1 Gate Arms, Roll Up Doors and Associated Components
Pedestals

1.2.2 Overhead Doors and Associated Components Parking Gates

TRASH REMOVAL SERVICES

1.0 **SCOPE OF SERVICES:**

The Contractor shall provide trash removal services for each facility. The Contractor shall be responsible for the collection, transportation, and disposal of solid waste generated at each facility.

2.0 **BASIC SERVICE:**

2.1 The Contractor shall pick up all trash present in Bob Lanier Public Works Building (611 Walker) seven (7) days per week. Bob Lanier Public Works Building has approximately 443,610 square feet of usable space, which holds 1926 occupants. The Contractor shall remove all bagged trash between the hours of 10:00 p.m. and 5:00 a.m., three hundred and sixty-five (365) days per year.

2.2 The contractor shall provide a compactor and container to compress and store trash at the Houston Emergency Center that is deposited seven (7) days a week. Houston Emergency Center has approximately 89,000 square feet of usable space, which holds 450 occupants. The Contractor shall have the container hauled as needed.

2.3 The Contractor shall pick up all trash present the Utility Maintenance Branch Facilities. This does not include the removal of the material waste generated by the facilities. (Example: metal bin, job waste)

3.0 **RECYCLING:**

As part of the City's efforts concerning waste stream management, the Contractor shall assist the City in the development of a recycling system for each facility. The Contractor shall fully assist in the implementation and operation of such a recycling system if the City chooses to use such a system at each facility. The Contractor shall fully cooperate and coordinate work with other City vendors and contractors in the development, implementation, and operation of a recycling system at each facility.

EXHIBIT "B-10"
GROUNDS MAINTENANCE

1.0 SCOPE OF SERVICE:

The Contractor shall provide the grounds keeping services for each facility as described in this Exhibit.

2.0 CONTRACTOR'S DUTIES:

2.1 The Contractor shall employ for this Agreement only personnel that are thoroughly trained in all phases of grounds keeping services, techniques, and safety. The Contractor shall employ thoroughly trained supervisors to oversee the work performed under this Agreement.

2.2 The Contractor shall perform grounds keeping services between 8:00 a.m. and 5:00 p.m., Monday through Saturday, except on those days designated as City holidays by the Houston City Council.

3.0 SUPPLIES AND MATERIALS:

3.1 The Contractor shall furnish all grounds keeping supplies necessary to perform its duties as described in this Exhibit. All supplies provided by the Contractor shall be of the quality necessary to fulfill the intended purposes of the product.

3.2 The Contractor shall provide and maintain power tools, machines, and equipment to perform the work as specified in this Exhibit. The Contractor shall maintain all equipment in first-class working condition.

4.0 GROUNDS KEEPING SERVICES:

The Contractor shall perform the following specific services:

4.1 The Contractor shall prune, trim, and shape all trees, bushes, and shrubs as often as is necessary for a well-maintained appearance as well as to prevent any obstruction of the pathways, parking areas, irrigation, and plumbing systems of each facility.

4.2 The Contractor shall prune deciduous trees when dormant to promote symmetrical shape - on head and remove suckers along trunk when they appear.

4.3 The Contractor shall prune shrubs and ground covers as necessary to maintain a neat and maintained appearance at all times.

4.4 The Contractor shall remove all dead and damaged branches back to the point of branching.

4.5 The Contractor shall paint all cuts over one inch in diameter with tree sealer.

4.6 The Contractor shall remove all waste material from site.

4.7 The Contractor shall maintain and replace stakes and guys with equal material on all existing trees until a plant is capable of standing vertical and resisting normal winds; this is generally to be considered as one full year after installation, at which time the Contractor shall remove all stakes or poles from the project.

4.8 The Contractor shall keep all areas free of weeds and neatly cultivated at all times.

5.0 **FERTILIZATION AND SPRAYING:**

- 5.1 The Contractor shall fertilize all areas as often as necessary, but not less than one (1) time a year, in a manner to maintain good color and to promote good growth. ("As often as necessary" shall be interpreted to fit the standard of the horticulture industry of this area.)
- 5.2 The Contractor shall treat all shrubs, trees and ground cover as necessary to prevent fungus or insect infestation.
- 5.3 The Contractor shall mulch all flowerbeds and tree wells twice a year, adding three (3") inches of composted materials at each application.
- 5.4 The Contractor shall ensure that flowering shrubs and plants receive at least one (1) phosphorus feeding while setting blossoms.

6.0 **WEED CONTROL:**

- 6.1 The Contractor shall weed one (1) time per week. The Contractor shall keep all flower beds, shrub beds, and tree wells in a neat condition, edged and virtually free of weeds and undesirable growth at all times.
- 6.2 The Contractor shall ensure that all seams in the concrete areas of the parking lots and walkways shall be weed free.

7.0 **WATERING:**

- 7.1 Two (2) times per week, the Contractor shall water all lawn areas, trees, shrubs and beds.
 - 7.1.1 During hot, dry periods, the Contractor shall water all lawn areas, trees, shrubs and beds as not less than two (2") inches, soaked, twice weekly and more, if necessary.
- 7.2 Extras: Under this Agreement, the Contractor shall not be responsible for remedying any of the following matters. However, the Contractor shall report to the Facility Manager if any of the following exist:
 - 7.2.1 If beds need to be re-mulched more than two (2) times per year.

8.0 **LITTER REMOVAL:**

The Contractor shall remove all litter, trash and landscape debris from each facility on each scheduled visit.

EXHIBIT "B-11"
WINDOW WASHING

1.0 SCOPE OF SERVICES:

The Contractor shall employ for this Agreement only personnel that are thoroughly trained in all phases of window washing services, techniques, and safety. The Contractor shall employ thoroughly trained supervisors to oversee the work performed under this Agreement.

- 1.1 The Contractor shall strictly abide by all security regulations, which are issued to it by the City.
- 1.2 The Contractor shall never enter any secured area without prior approval. Some areas shall require City escort. The Facility Manager shall provide a list of secured areas to the Contractor.
- 1.3 The Contractor shall, without delay, report to the Facility Manager any damage to window frames, any deterioration of caulking and gaskets, or any other condition that requires repairs or replacement.
- 1.4 The work to be performed by the Contractor shall include the cleaning of all designated windows, squeegee glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.
- 1.5 The Contractor shall use the motorized stage method to clean exterior windows.
- 1.6 The Contractor shall exercise care to prevent streaking or staining window frames, ledges, walls, and painted panels, either by drying the surfaces or thoroughly rinsing them with clean water.
- 1.7 The Contractor shall remove any paint drops or smears from surfaces being washed. The Contractor shall not use steel wool, but is permitted to use razor blades or broad knives.
- 1.8 The Contractor shall wash the surface of glass to remove all traces of film, smudge, dirt, and other foreign matter.
- 1.9 In the event it is found to be physically impossible to remove stains from any particular glass pane, the Contractor shall call the matter to the attention of the Facility Manager so that arrangements can be made for the replacement of the glass, if deemed necessary.
- 1.10 The Contractor shall promptly remove all equipment and supplies from premises as each job is completed. The City shall not be responsible for storing the Contractor's supplies and equipment. Each job must be inspected and approved by the Facility Manager.

2.0 SUPPLIES:

The Contractor shall use cleaning supplies that are Green Friendly neutral and free flowing and shall not be harmful to surfaces with which they come in contact. All supplies used by the Contractor shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

3.0 **EQUIPMENT:**

All equipment used by the Contractor (i.e., ladders, safety equipment, powered suspended baskets and scaffolds, etc.) shall be in good working condition and shall be subject to inspection by the Facility Manager.

4.0 **CLEANING FREQUENCY:**

4.1 The Contractor shall clean the interior and exterior surfaces of all windows four (4) times per year at the Lanier Public Works Building. The Contractor shall perform this work on or about January 1, April 1, July1, and October 1 of each year.

4.2 The Contractor shall clean the interior and exterior surfaces of the front lobby and the garage entrance windows four (4) times per year at the Lanier Public Works Building. The Contractor shall perform this work on or about January 1, April 1, July1, and October 1 of each year.

4.3 The Contractor shall clean the interior and exterior surfaces of all windows four (4) times per year at the Houston Emergency Center. The Contractor shall perform this work on or about March 1, June 1, September 1 and December 1 of each year.

EXHIBIT "B-12"
ELEVATORS/ESCALATORS

1.0 EXISTING EQUIPMENT LISTING:

1.1 Elevators/Escalators at Lanier Public Works Building are as follows:

| <u>Qty</u> | <u>Manufacturer</u> | <u>Type</u> |
|------------|---------------------------------|-------------|
| 5 | Low Rise - No. 1 thru 5 Group | Traction |
| 5 | High Rise - No. 6 thru 10 Group | Traction |
| 1 | High Rise - Freight No. 11 | Traction |
| 2 | Ground B No. 12 & 13 | Traction |
| 1 | Annex Passenger B No. 15 | Traction |
| 1 | Annex Freight Elevator | Traction |

1.2 Elevators at Houston Emergency Center are as follows:

| 2 | Escalators | |
|------------|---------------------|-------------|
| <u>Qty</u> | <u>Manufacturer</u> | <u>Type</u> |
| 2 | Passenger | Hydraulic |

1.3 Elevator at 2700 Dalton

| <u>Qty</u> | <u>Manufacturer</u> | <u>Type</u> |
|------------|---------------------|-------------|
| 1 | Passenger | Hydraulic |

1.4 Elevator at 7101 Renwick

| <u>Qty</u> | <u>Manufacturer</u> | <u>Type</u> |
|------------|---------------------|-------------|
| 1 | Passenger | Hydraulic |

1.5 The elevators and escalators meet city code and all current Life Safety and ADA requirements. The elevators and escalators are currently licensed and certified.

2.0 EXISTING EQUIPMENT WARRANTIES:

Upon execution of this Agreement, the Contractor shall honor any and all existing equipment warranties.

3.0 MAINTENANCE SPECIFICATIONS:

3.1 The Contractor shall provide all supervision, labor, replacement parts, equipment, materials, tools, expendable items, supplies, and training required for the preventive and remedial maintenance of the elevators and escalators and related equipment. In performing such

maintenance, the Contractor shall be responsible for ensuring the systems are maintained in a first-class operating condition in accordance with this Exhibit and that the system performs to the specified requirements for which it was designed. All work performed by the Contractor shall be in compliance with the current ANSI A17.1 Elevator Code, the current City Building and Elevator Codes, and OEM Recommendations.

- 3.2 The Contractor shall be responsible for the complete maintenance of the elevators, escalators, and all related equipment at the locations listed in this Exhibit, including (but not necessarily limited to) the following:
- 3.2.1. The Contractor shall maintain all of the elevators and escalators at each facility as described in this Exhibit and in related manuals, drawings, and documents.
 - 3.2.2. The Contractor shall maintain all related mechanical, electrical, and electronic systems associated with the equipment defined in this Exhibit, including (but not limited to) cables, motors, fans, alarms, buzzers, belts, indicator lights, hallway lanterns, gongs, emergency lights and batteries, computers, call buttons, and accessories.
 - 3.2.3 The Contractor shall re-lamp all elevator machine rooms as necessary.
 - 3.2.4. The Contractor shall perform all work required to keep any existing equipment and systems maintained and in full operation, including (but not limited to) replacement and repair of all equipment and systems components, parts, and appurtenances.
 - 3.2.5 The Contractor shall perform all work required to eliminate problems in order to improve passenger convenience or to reduce energy consumption. In performing such work, the Contractor shall perform any troubleshooting and adjustments required, but the Contractor is not required to perform engineering analysis.
 - 3.2.6 The Contractor shall perform normal and routine coordination of the operation of the elevators and escalators with any work which is required and approved by the Facility Manager.
 - 3.2.7 Such work includes special maintenance work, special projects, or work related to conditions beyond the Contractor's control, whether such work is accomplished by the Contractor or by some other entity.
 - 3.2.8. In performing such work, the Contractor shall perform limited inspections of drawings and construction to
 - 3.2.8.1 Evaluate compatibility with existing systems.
 - 3.2.8.2 Perform coordination of operations during construction.
 - 3.2.8.3 Test and adjust systems identified to meet requirements of the modifications.
 - 3.2.8.4 Perform the final inspection for acceptance of such modifications into this maintenance services Agreement.
 - 3.2.9. The Contractor shall perform any emergency work, which may be required to resolve problems.

- 3.2.10 The Contractor shall provide all other maintenance analysis and other closely allied services as may be required to assure the continuity of efficient and economical maintenance of the elevators and escalators.
- 3.2.11 The Contractor shall visually check all equipment on each maintenance visit, whether for routine or emergency service, and record the results of the check.
- 3.2.12 The Contractor shall follow the procedures in the O & M manuals and update such procedures as required.
- 3.2.13 The Contractor shall repair and replace all components, parts, and appurtenances, which have been worn or damaged due to the general operating environment, including, but not limited to:
 - 3.2.13.1 Elevator door gibs
 - 3.2.13.2 Dislodged elevator doors
 - 3.2.13.3 Damaged elevator safety edges
 - 3.2.13.4 Damaged elevator door sensors
 - 3.2.13.5 Door astrigals
 - 3.2.13.6 Missing hall lantern covers
 - 3.2.13.7 Damaged stop and push buttons
- 3.2.14 The Contractor shall maintain all parts and components inside all elevators and escalators, including replacing, repairing, and cleaning such parts and components. Such parts and components shall include (but not be limited to) panels, floors, lights, and lighting fixtures. However, such parts and components do not include telephones. The Contractor shall re-lamp lights and lighting fixtures as necessary.
- 3.2.15 During each maintenance visit, the Contractor shall inspect and test all existing elevator alarms and call buttons provided for passengers in the event of an emergency, record the results of such inspections and tests in a log, and report the results in the monthly maintenance report.
- 3.2.16. The Contractor shall replace any pitted or burned contacts within any elevator or escalator system.
- 3.2.17 The Contractor shall clean and/or paint all elevator and escalator equipment, including the machine room floors and elevator car tops as needed.
- 3.2.18 The Contractor shall replace and/or repair the elevator door motion sensors to keep them from false firing.
- 3.2.19. The Contractor shall replace and/or repair elevator components which cause more than one elevator to answer the same hall call.
- 3.2.20 The Contractor shall check fire service monthly as per city codes, record the results of such checks in a log, and report such results in the monthly maintenance report.
- 3.2.21 The Contractor shall inspect and test elevator emergency light power packs once a month, record the results in a log, and report such results in the monthly maintenance report.

- 3.2.22 The Contractor shall test the emergency battery back-up system in the elevators once per month through a simulated power outage, record the results of such tests in a log, and report such results in the monthly maintenance report.
- 3.2.23 The Contractor shall check the emergency batteries in the elevators once a month for proper charging and water level, and replace batteries if needed.
- 3.2.24 The Contractor shall return all covers or guards on all elevators and escalators and related equipment back into place once work has been completed.
- 3.2.25 The Contractor shall maintain parts of all panel boards which have any device serving the elevators and escalators, insofar as those parts affect service to the system.
- 3.2.26 The Contractor shall maintain all elevator wiring and electrical components attached to the 110-power line from the circuit breaker.
- 3.2.27 The Contractor shall replace all motor and generator brushes that are reduced to one inch.

3.2.28 Where it is evident that safety, reliability, or efficiency can be improved through capital investment in equipment, the Contractor shall call such matters to the attention of the Facility Manager, in writing, for his or her consideration and action. The Facility Manager's decision in the matter shall be final.

3.2.29 The Contractor shall not modify any equipment or related component without the prior approval of the Facility Manager.

4.0 **MAINTENANCE PHILOSOPHY:**

The goals of safety and reliability within the bounds of sound economics are very important in the maintenance of the elevators and escalators. Anything less than close, efficient operation can result in undue maintenance expense, interrupted operations with severe criticism from an inconvenienced public, possible damage to equipment, waste of costly energy, and, most importantly, possible injury to operating personnel and the general public utilizing these facilities. Therefore, the Contractor shall establish and maintain detailed, planned, and efficient routine maintenance duties and procedures.

4.1 The maintenance procedures, which are to be used and continuously developed by the Contractor, shall be in strict accordance with information contained in the manufacturers' manuals. The procedures shall further cover overall operation of the elevators and escalators, taking into account the interrelationships of the various equipment so that the proper sequences are followed in startup, shutdown or in making operating adjustments.

5.0 **PREVENTIVE MAINTENANCE:**

The Contractor shall perform the services described in this Exhibit diligently and without unnecessary interruption or delays during periods scheduled for service. The service interval shall be determined by OEM requirements and the Contractor's experience and knowledge of similar or like equipment/systems. The Contractor shall institute the preventive maintenance (PM) program within thirty (30) days of the award of this Agreement. The Contractor shall perform regularly scheduled maintenance on the

elevators and escalators. All maintenance performed by the Contractor shall be in strict compliance with the original equipment manufacturer's specifications and recommendations and other provisions as may be provided for in this Exhibit. The Contractor shall be continuously responsive to utility cost avoidance as it relates to equipment fouling and inefficiencies, and shall account for this factor in the PM requirements. The Contractor shall ensure that the PM Program provides high system reliability and energy efficient operation.

5.1 The Contractor shall coordinate with the Facility Manager all preventive maintenance (except scheduled annual shutdowns), which requires a unit or system to be made inoperable by the Contractor.

5.2 For each elevator unit subject to this Agreement, the minimum preventive maintenance requirements that are placed on the Contractor shall include, but are not limited to, the following tasks:

5.3 Traction Elevators:

5.3.1 Inspect and clean the car operation panel contacts and switches.

5.3.2 Inspect the gate closer.

5.3.3 Inspect and lubricate the door and gate operator's shaft bearings and chains.

5.3.4 Inspect and clean the brake plunger.

5.3.5 Check the oil level of the dashpot and brakes.

5.3.6 Inspect and clean the machines.

5.3.7 Check all machine fastenings, including the drive sheave.

5.3.8 Inspect and clean the generator armature clearances, brushes and connections.

5.3.9 Check the settings and operation of the controller's overloads.

5.3.10 Check all ropes, grooves, hitches, and cables.

5.3.11. Inspect changes.

5.3.12 Inspect compensating chain or ropes and hitches.

5.3.13 Inspect, clean and lubricate the tape, cable, or chains.

5.3.14 Inspect the selector drive hitches and slack cable switch.

5.3.15 Inspect, clean, and lubricate the hoistway sheave fastenings, grooves and grease-type bearings.

5.3.16 Inspect the hoistway limit switches (contacts, cam alignment).

5.3.17 Inspect the hoistway governor and tension weight sheave.

- 5.3.18 Inspect all buffers over travel.
- 5.3.19 Check oil level of buffers, car and pit.
- 5.3.20 Check the adjustment of car shoes and/or roller guides.
- 5.3.21 Inspect and lubricate guide shoe stems.
- 5.3.22 Inspect the stiles.
- 5.3.23 Inspect, clean, and lubricate the car fan or blower.
- 5.3.24 Drain, flush and refill the generator (sleeve bearings jobs only).
- 5.3.25 Inspect and clean the controller fuses, holders, and connections.
- 5.3.26 Inspect the controller dampening motor and oil each bearing as needed.
- 5.3.27 Inspect the controller dampening motor brushes.
- 5.3.28 Check the controller voltages.
- 5.3.29 Inspect the traveling cable.
- 5.3.30 Inspect and clean the guide rails.
- 5.3.31 Inspect the hoist-way sheaves for cracks.
- 5.3.32 Check the operation of the main disconnect switch. If fused, the Contractor shall check for heating.
- 5.3.33 Make a slow speed, no load, safety test in accordance with the standards set forth in current ANSI/ASME A17.1 Rule 1001.4.
- 5.3.34 Inspect, clean, and lubricate the machine room.
- 5.3.35 Clean the car top, pit, and machine room.
- 5.3.36 Inspect the car leveling units, the alarm bell, the retiring cam and fastenings, the emergency stop switch, and the sensitive edge and photocells.
- 5.3.37 Check the generator bearing oil level.
- 5.3.38 Inspect and clean the controllers' contacts.
- 5.3.39 Inspect, clean, lubricate, and adjust, as necessary, the car and counterweight rail lubricators.
- 5.3.40 Inspect, clean and lubricate the machine worms and gears.
- 5.3.41 Inspect, clean, and lubricate the sleeve bearings.
- 5.3.42 Check the oil governor cups.
- 5.3.43 Check the operation of the hoistway hall button operation.

- 5.3.44 Check all indicator lights, lanterns, lens, bells, and gongs.
- 5.3.45 Inspect, clean and lubricate the car door tracks, sheaves, and chains.
- 5.3.46 Check door contact.
- 5.3.47 Inspect the emergency lighting system.
- 5.3.48 Inspect, clean, and lubricate the hatch doors, the tracks, the sheaves, and the chains.
- 5.3.49 Inspect the motor brushes and connections.
- 5.3.50 Inspect the brake lining and adjustment, keyways and keys.
- 5.3.51 Inspect the resistance tubes and grids in the controllers.
- 5.3.52 Check the alignment of the controller switches.
- 5.3.53 Inspect, clean and lubricate the contractor armature shafts.
- 5.3.54 Inspect and lubricate the selector cable sheaves.
- 5.3.55 Inspect and lubricate the hoistway sheave bearings.
- 5.3.56 Inspect and clean all pits and sumps to ensure debris, including cigarette butts and oil, are removed. The Contractor shall perform this requirement at least once every three months and more often as required.
- 5.3.57 Furnish all other routine work in connection with the above items, including all repairs and replacement of defective parts if conditions warrant.

5.4 HYDRAULIC ELEVATORS

- 5.4.1 Inspect the belts for tension and wear.
- 5.4.2 Inspect the valves and pumps.
- 5.4.3 Inspect the car door contact
- 5.4.4 Inspect the leveling switches.
- 5.4.5 Inspect the alarm system.
- 5.4.6 Inspect, clean and lubricate the retiring cam device, chains, and fastenings
- 5.4.7 Inspect the emergency switch.
- 5.4.8 Inspect the car shoes.
- 5.4.9 Inspect the selector drives.
- 5.4.10 Inspect, clean and lubricate the tape or cable.
- 5.4.11 Check the main line fuses for heating.

- 5.4.12 Inspect the controllers.
- 5.4.13 Clean the controllers with a blower.
- 5.4.14 Check the alignment of the controller switches.
- 5.4.15 Inspect, clean, and lubricate the controller hinge pins.
- 5.4.16 Inspect the door gibs.
- 5.4.17 Inspect the door up-thrust.
- 5.4.18 Inspect and lubricate the guide shoe stems.
- 5.4.19 Inspect, clean and lubricate and adjust the contacts and switches in the car operator panel.
- 5.4.20 Inspect the hitches and broken cable switch in the selector drives.
- 5.4.21 Inspect, clean and lubricate the door chains, tracks and sheaves.
- 5.4.22 Inspect the door contacts.
- 5.4.23 Inspect the emergency car lighting system.
- 5.4.24 Inspect, clean and lubricate the machine room equipment; clean the machine room floor and the spill pans.
- 5.4.25 Ride each car checking for unusual noises and deficiencies in operation.
- 5.4.26 Inspect and clean the car top and pit equipment.
- 5.4.27 Check the oil in the tanks.
- 5.4.28 Contractor to provide and maintain an "Oil Loss" log in each hydraulic elevator room.
- 5.4.29 Inspect the jack plunger.
- 5.4.30 Inspect and clean the car photo cell.
- 5.4.31 Inspect the car safety edge and retraction.
- 5.4.32 Test the alarm button.
- 5.4.33 Check the emergency switch
- 5.4.34 Inspect, clean, and lubricate the door tracks.
- 5.4.35 Inspect, clean, and lubricate the motor bearings.
- 5.4.36 Inspect and clean the controller fuses and holders.
- 5.4.37 Inspect the door speeds, door relating cable tension, and the car steadying plates.
- 5.4.38 Check the stiles for cracks.

5.4.39 Inspect and lubricate the car fan or blower.

5.4.40 Inspect, clean and lubricate the hall button contacts, the guide rails, the limit switches, the traveling cable and the junction box cable.

5.4.41 Inspect and clean all pits and sumps to ensure debris, including butts and oil, are removed. This will be performed no less that quarterly and more often as required.

5.4.42 Furnish all other routine work in connection with the above items, including all repairs and replacement of defective parts if conditions warrant.

6.0 **ESCALATOR:**

For each escalator unit subject to this Agreement, the minimum preventive maintenance requirements that are placed on the Contractor shall include, but are not limited to, the following tasks:

6.1 Inspect, lubricate, and clean the stop and start switches including the contacts, wiring, and springs.

6.2 Remove the floor plate at lower end; inspect, clean, and lubricate the step chains.

6.3 Inspect, clean, and lubricate the step wheels.

6.4 Inspect, clean, and lubricate the mechanical parts included in the escalators, including the machine, sprockets, worms, gears, motor, brake magnet coils, brake linings, bearings, chains, main drive broken chain device, non-reversing switch, emergency brake switch, governor switch, and the handrail tension device.

6.5 Inspect and clean the handrails and splices, and check the handrails for adequate tension.

6.6 Inspect, clean, and lubricate the contacts, connections, holders, brush rigging, commutations, and undercutting.

6.7 Check the temperature rise of machine bearings, brake coils, controller coils, and contacts.

6.8 Inspect the main drive brake and pawl brakes.

6.9 Inspect the step risers, balustrades, skirt and curtain guards, paying particular attention to clearances, projections, and shear and tripping hazards.

6.10 Inspect and clean the handrail brush.

6.11 Check comb plate lighting.

6.12 Check comb plates and floor plates for wear which might pose a tripping or slipping hazard.

6.13 Inspect, clean, and lubricate all machine room equipment, including but not limited to: contacts and connect reverse phase relays. Check operating voltage.

6.14 Inspect and clean the controller fuses, holders, and connections.

6.15 Inspect the motor and armature and clean with a blower or vacuum.

6.16 Inspect all motor connections.

- 6.17 Check the armature and rotor clearances.
- 6.18 Inspect and clean the comb teeth, paying particular attention to broken or bent comb teeth as well as clearances between the teeth and the treads, loose screws, and lighting.
- 6.19 Inspect the machines for leaks.
- 6.20 Inspect, clean, and lubricate the canvas tread step wheels.
- 6.21 Clean the controllers with a blower.
- 6.22 Check alignment of the controller switches.
- 6.23 Inspect, clean, and lubricate the controller hinge pins.
- 6.24 Inspect, clean, and lubricate all controller equipment, including but not limited to resistor tubes and grids.
- 6.25 Check the oil in the overload relays.
- 6.26 Inspect the overloads.
- 6.27 Inspect and clean the motor commutators.
- 6.28 Check clearances of the handrail to molding.
- 6.29 Ride the escalator and check the starting and stopping functions as well as listen for any unusual noises.
- 6.30 Clean the machine room floor.
- 6.31 Clean spill pans.
- 6.32 Inspect and clean all pits and sumps to ensure debris is removed. This will be performed no less than quarterly and more often as required by the Facility Manager.
- 6.33 Furnish all other routine work in connection with the above requirements, including all repairs and replacement of defective parts if conditions warrant.

7.0 **ANNUAL SHUTDOWNS:**

The Contractor shall schedule an annual shutdown on each elevator and escalator, one at a time, for preventive maintenance, repair, or replacement of equipment, which cannot be performed while the system is in operation. The Contractor shall provide all parts, labor, and planning necessary to ensure efficient completion of the annual shutdown process.

- 7.1 Prior to shutdown, the Contractor shall prepare and present an "Activity Plan" to the Facility Manager, which identifies the time schedule of the shutdown process. This time schedule shall include (1) a job plan with a related critical path network, and (2) shutdown, work, and startup schedules.
- 7.2 At least four (4) weeks prior to shutdown, the Contractor shall deliver to the Facility Manager the shutdown, work, and startup schedules. Following this, the Contractor shall schedule a mock shutdown with the shutdown team, in order to work out any last minute problems and to ensure a smooth execution of the entire shutdown program. The Contractor shall make

work assignments at this meeting. The Contractor shall perform any preliminary work which can be done prior to shutdown in order to expedite the shutdown work.

- 7.3 The Contractor shall prepare a formal "Annual Shutdown Report" and present it to the Facility Manager within 30 days after the shutdown work has been completed. This report shall summarize preplanning, execution, startup, debriefing activities, resulting recommendations, and follow-up assignments.

8.0 **PERFORMANCE AND TECHNICAL SPECIFICATIONS:**

The Contractor shall maintain all elevators and escalators within the performance and technical specifications listed below. At a minimum, the Contractor shall perform any replacement and/or repairs necessary to meet these specifications either during the annual shutdown of an elevator unit, or during the regular preventive maintenance work performed on an elevator unit, or upon request by the Facility Manager.

9.0 **TRACTION ELEVATORS:**

- 9.1 Illumination of elevator cars shall be five (5) foot-candles on passenger elevators and two and a half (2 1/2) foot-candles on freight elevators.
- 9.2 Light bulbs and tubes shall be externally guarded or coated to contain broken glass if the bulb or tube breaks.
- 9.3 Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
- 9.4 Top of car operating device shall not operate at a speed exceeding 150 ft/min.
- 9.5 Elevator car doors and hoist-ways with 1/8" of play in doors opposite of direction of travel shall be adjusted and/or door gibbs shall be replaced.
- 9.6 Elevator machine and generator commutators with mica showing or bars exceeding 1/32" shall be turned and undercut.
- 9.7 Elevator door closing pressure shall not exceed 30 LBF.
- 9.8 Elevator floor levels shall maintain plus or minus 3/8" of each landing.
- 9.9 Hoistway door rollers that are cut or torn more than 1/8" shall be replaced. 10. Roller guides that cut or torn more than 1/8" shall be replaced.
- 9.10 Hoist ropes 3/8" in diameter reduced to 11/32" shall be replaced.
- 9.11. Hoist ropes 7/16" in diameter reduced to 13/32" shall be replaced.
- 9.12 Hoist ropes 1/2" in diameter reduced to 15/32" shall be replaced.
- 9.13 Hoist ropes 9/16" in diameter reduced to 17/32" shall be replaced.
- 9.14. Hoist ropes 5/8" in diameter reduced to 37/64" shall be replaced.
- 9.15 Hoistway and car junction boxes shall be securely fastened with covers in place.
- 9.16 V-Belts that are cut or torn more than 1/8" shall be replaced.

10.0 **HYDRAULIC ELEVATORS:**

- 10.1 Illumination of elevator cars shall be five (5) foot-candles on passenger elevators and two and a half (2 1/2) foot-candles on freight elevators.
- 10.2 Light bulbs and tubes shall be externally guarded or coated to contain broken glass if the bulb or tube breaks.
- 10.3. Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
- 10.4 Top of car operating device shall not operate at a speed exceeding 150 ft/min.
- 10.5 Elevator car doors and hoist-ways with 1/8" of play in doors opposite of direction of travel shall be adjusted and/or door gibs shall be replaced.
- 10.6 Elevator door closing pressure shall not exceed 30 LBF.
- 10.7 Elevator floor levels shall maintain plus or minus 3/8" of each landing.
- 10.8 Hoistway door rollers that are cut or torn more than 1/8" shall be replaced.
- 10.9 Roller guides that cut or torn more than 1/8" shall be replaced.
- 10.10 Any elevator hydraulic line that is leaking oil will be repaired or replaced.
- 10.11. Pistons with excessive visible oil running down jack will be replaced.
- 10.12 Anti-creep shall maintain elevator within 1" of floor level irrespective of the position of the hoistway door.
- 10.13 Side guides with more than 1/8" play in any direction will be replaced.
- 10.14 The relief valve shall be preset to open at a pressure not greater than 125% of working pressure.
- 10.15 Flexible hydraulic connections shall have a bursting strength sufficient to withstand not less than ten (10) times the working pressure of the elevator.
- 10.16 Hoistway and car junction boxes will be securely fastened with covers in place.
- 10.17 V-Belts that are cut or torn more than 1/8" will be replaced.

11.0 **ESCALATORS:**

- 11.1. Ensure that vertical cleats mesh with slots on the adjacent step tread wherever the steps are exposed.
- 11.2 Ensure that clearance on each side of the steps between the step tread and the adjacent skirt panel shall not be more than 3/16" (4.8 mm)
- 11.3 Ensure that the tread surface of each step shall be slotted in the direction parallel to the travel of the steps. Ensure that each slot is not more than 1/4" (6.3 mm) wide and not less

than 3/8" (9.5 mm) deep and the distance from the center of the slot to the center of the adjoining slots is not more than 3/8" (9.5 mm).

- 11.4 Ensure that driving machine brakes stop down escalators at a rate no greater than 3 ft/sec.² (0.91 m/s²).
- 11.5 Ensure that all safety switches will stop the escalator unit from operating when they are tripped.
- 11.6 Ensure that step demarcation lights are green and working continuously. The Contractor shall supply and install all required replacement parts, fixtures, light bulbs, etc., for the step demarcation lights.
- 11.7 Replace handrails with tears that are 1/2" in length or more.
- 11.8 Replace comb teeth segments, which have broken teeth.
- 11.9 Ensure that comb teeth are meshed and set into slots in the tread surfaces so that the points of the teeth are always below the upper surface of the treads.

12.0 **REGULATORY INSPECTIONS, TESTS, AND OPERATING PERMITS:**

- 12.1 The Contractor, on the City's behalf, must ensure that all elevators and escalators described within this Agreement comply with all applicable current City Building and Safety Codes, ANSI Regulations, OEM Recommendations, and any other such applicable regulatory agency requirements. The Contractor shall identify, schedule, and ensure the completion of all inspections, tests, and operating permits required for such compliance. The Contractor is fully responsible for obtaining the necessary information required to determine when an inspection, test, or operating permit is required. All inspections and tests shall be performed by a city approved agency as recommended by current ANSI or City Codes. The City shall be responsible for the selection of this agency. Within 30 days of the start date of this Agreement, the Contractor shall prepare and submit for the approval of the Facility Manager a plan consisting of the overall procedures, requirements, deadlines, and approximate dates for all inspections and tests for approval.
- 12.2 The Contractor shall provide all labor and materials and pay for all fees, expenses, and related costs that are required to obtain compliance with City Codes and current ANSI Regulations. The Contractor is responsible for any expenses due to damage to any elevator or escalator that occurs as a result of an inspection or test.
- 12.3 The Facility Manager must approve any inspection or test, which requires an elevator or escalator to be made inoperable anytime from 6 a.m. through 12 a.m.
- 12.4 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report. The Contractor shall also include in this report the schedule of inspections and tests scheduled for the next two months on a rotating basis. The Contractor may use an outside contractor for this service with prior approval from the Facility Manager. The Contractor shall forward a written report of the results of the inspection and any recommendations arising from the inspection. The Facility Manager shall have the right to conduct inspections of the equipment, records, and logs without prior notice to the Contractor.
- 12.5 The Contractor is required to immediately take action to correct all deficiencies identified through an inspection or test. Unless otherwise authorized by the Facility Manager, the Contractor has 10 days after the identification of a deficiency to correct the deficiency and

provide a written explanation to the Facility Manager that describes the corrective action(s) taken.

13.0 **EMERGENCY SERVICE:**

The Contractor shall respond immediately to critical malfunctions with the elevator and escalator systems, 24 hours a day, and seven days a week. With regards to the elevators, a critical malfunction is any situation in which the ability of an elevator to normally travel between floors or to accept or release passengers on any floor is affected while the elevator is occupied or is capable of being occupied, or when any part, operation, condition, or status of the elevator system presents a danger to actual or potential passengers. With regards to the escalators, a critical malfunction is any situation where escalator passengers will be at any risk due to the malfunction of the escalators.

13.1 Within one (1) hour of a request for such emergency elevator or escalator service concerning a critical malfunction, the Contractor shall have performed all of the steps reasonably necessary to protect persons and property from risk of harm due to a problem with the elevators or escalators, even if the malfunction has not been repaired and the elevator or escalator system has not been returned to service. The Contractor's response in such a case shall include, but not be limited to, taking a unit (or units) out of operation, placing warning signs and "out-of-order" signs on the premises, placing barricades on the premises, and rescuing any persons who may be trapped in a unit. Priority shall be given to requests for emergency service. The Contractor shall also provide emergency service after hours as may be required within the parameters of this Exhibit.

13.2 The Contractor's personnel shall work continuously without regard for usual business hours until the critical malfunctions are corrected. The Contractor shall immediately notify the Facility Manager of all critical equipment malfunctions, the action(s) to be taken, and the estimated time frame repairs shall require.

13.3 The Contractor shall notify the Facility Manager when repairs to critical malfunctions are completed and the elevator or escalator system has been returned to operational status.

14.0 **REMEDIAL MAINTENANCE:**

14.1 The Contractor shall respond within one (1) hour to non-critical malfunctions with the elevators or escalators, which impact the public or render the system incapable of performing at an acceptable level.

14.2 The Contractor shall notify the Facility Manager when repairs to non-critical malfunctions are completed and the elevator or escalator system has been returned to operational status.

15.0 **CONTROL AND INSTRUMENTATION EQUIPMENT REPLACEMENT:**

Whenever the Contractor replaces control or instrumentation devices in the elevators or escalators, the replacement parts used by the Contractor shall either be (1) new and made by the same original manufacturer which made the original device which is being replaced, or (2) of equal or better quality and operating characteristics than the original device that is being replaced. The Contractor shall not mix control and instrumentation devices from different manufacturers within a specific control system without the prior approval of the Facility Manager.

16.0 **ADDITIONAL RECORDS AND REPORTS:**

16.1 The Contractor shall develop and maintain daily log sheets and monthly reports for the maintenance of the elevator and escalator systems. The log sheets shall contain a record of:

- 16.1.1 All pertinent operating data, and
- 16.1.2 Any maintenance performed, including, but not limited to, the following data:
 - 16.1.2.1 The date and time service was performed.
 - 16.1.2.2 The status or results of the service.
 - 16.1.2.3 The person who performed the service or inspection.
 - 16.1.2.4 A "remarks" section, which shall describe all events or conditions not readily discernible from the recorded data.
- 16.2 The monthly reports shall include:
 - 16.2.1 A summary of the daily log information.
 - 16.2.2 Status of the elevator and escalator systems and equipment.
 - 16.2.3 Parts utilization by unit.
 - 16.2.4 Cycle analysis.
 - 16.2.5 An overall summary of maintenance work performed.
 - 16.2.6 The results of inspections and tests conducted.
 - 16.2.7 A list of equipment breakdowns and repair times.
 - 16.2.8 The schedule of upcoming inspections and tests.
 - 16.2.9 The schedule of major equipment shutdowns required for maintenance.
- 16.3 The Contractor shall be responsible for creating maintenance history reports and submitting such reports to the Facility Manager. The reports must provide the following basic information for each unit or piece of equipment identified in an elevator or an escalator:
 - 16.3.1 Serial Number
 - 16.3.2 Type (Elevator or Escalator and Equipment).
 - 16.3.3 Date maintenance was performed on an elevator or escalator unit.
 - 16.3.4 Time the Contractor was notified of a maintenance problem.
(not required for scheduled preventive maintenance)
 - 16.3.5 The time the maintenance or repairs were started.
 - 16.3.6 The time the maintenance or repairs were completed.
 - 16.3.7 The number of man-hours expended on the maintenance or repairs.
 - 16.3.8 A description of the parts, which were replaced (e.g., Micro-Switch, etc.)
 - 16.3.9 A brief description of the cause of failure.
 - 16.3.10 The number of year-to-date scheduled preventive maintenance hours expended.

16.3.11 The number of year-to-date unscheduled maintenance hours expended.

16.3.12 A description of the service provided.

16.4 These records and reports, when properly analyzed, shall provide information regarding deteriorating equipment conditions, thus forestalling unscheduled shutdowns and inefficient performance. The Contractor shall perform this analysis and report the results to the Facility Manager.

16.5 The Contractor shall ensure that all logs and reports are computer generated and available on disk. The Contractor shall use the "The Maintain It-MP2" system (discussed under the heading "Preventive Maintenance Program" in Exhibit "B-1") to produce such logs and reports.

16.6 The Facility Manager shall approve the Contractor's record keeping system. The Facility Manager may inspect the records required to be kept under the Contractor's record keeping system at any time during normal business hours.

17.0 Operation and Maintenance Manuals

17.1 Throughout the term of this Agreement, the Contractor shall update the City's O&M manuals, drawings, and wiring control diagrams to reflect any manufacturer's updates and changes or additions to the elevator or escalator systems. It is the Contractor's responsibility to obtain any other information or data that it requires to perform any required maintenance.

17.2 The Contractor may, based on its experience, wish to make recommendations of changes to the O& M manuals to the Facility Manager in writing. The Contractor shall be responsible for ensuring that any changes resulting from such recommendations are made to the manuals.

18.0 OTHER CONTRACTS:

The City reserves the right to let other contracts in connection with the elevators or escalators as may be deemed necessary. The Contractor shall be informed of any other contracts, which may interfere with its work. The Contractor, in carrying out the performance of its duties under this Agreement, shall avoid all unreasonable interferences with the work performed by other contractors. The Contractor shall, where required, make adjustments to or changes in its operations in order to facilitate or permit other contractors to accomplish their work.

EXHIBIT "B-13"
PEST CONTROL SERVICES

1.0 SCOPE OF SERVICES:

The Contractor shall provide pest control services for each facility. If Contractor utilizes another entity to perform such pest control services, such as a subcontractor or agent, then the requirements of this Exhibit apply to this other entity as well as the Contractor.

1.1 The Contractor's performance of such pest control services shall be in compliance with all state and federal environmental laws and regulations. The Contractor's usage of all chemicals shall be in compliance with the manufacturer's specifications and instructions, as well as all requirements of state and federal laws and regulations. The Contractor shall coordinate the performance of the pest control services with the Facility Manager.

1.2 The Contractor shall furnish all personnel, supervision, reports, equipment, tools, materials, supplies, insecticides, travel, labor, and permits (including fees for permits) necessary to provide the pest control services described in this Exhibit in a safe manner and in accordance with the most recent and effective scientific pest control procedures.

1.2.1 Wherever possible, the Contractor shall utilize odorless insecticides. Upon request of the Facility Manager, the Contractor shall provide competent technical and professional advice on pest control problems pertaining to these facilities.

1.2.2 Where it is evident that safety, reliability, or efficiency can be improved through capital investment in equipment, the Contractor shall call such matters to the attention of the Facility Manager, in writing, for its consideration and action.

2.0 BASIC SERVICES:

The Contractor shall perform insect and rodent extermination and control services which shall include, but are not limited to, the control of roaches, ants, silverfish, rats, mice, spiders, earwigs, fleas, flies, mosquitoes, bees, pill bugs, and other flying or crawling insects.

2.1 The extermination and control of termites is not included in Basic Services; however, the Contractor is required to inform the Facility Manager of any indication of termite infestation upon the Contractor's discovery of such infestation.

2.2 The Contractor shall provide pest control services in a professional manner with the least possible inconvenience to personnel, concessions, patrons, and other users. At the request of the Facility Manager the Contractor shall modify its treatment schedule, the order and time of treatment, and/or the chemicals to be used. The Contractor shall make its initial treatment of each facility within fifteen (15) days of the start of this Agreement.

2.3 At a minimum of once a month, the Contractor shall perform pest control services in the following areas of each facility:

2.3.1 Offices & other support areas

2.3.2 Public areas, i.e., conference rooms, lobbies, corridors, concourses

2.3.3 Restrooms, lounges, locker rooms, dressing rooms

2.3.4 Security Posts

2.3.5 Elevators and elevator mechanical rooms

2.3.6 Traps, storage areas, mechanical and electrical rooms, janitor closets, stairwells, central plants, tunnels, etc.

2.4 In the following locations, the Contractor shall perform pest control services at each facility twice a month:

2.4.1 Loading docks and receiving areas.

2.4.2 Main entrances and exits

2.4.3 Exterior perimeter of buildings

2.4.5 Trash Disposal Area(s)

2.4.6 Extensive mosquito control is not required in the parking garages.

3.0 **INTERIM SERVICES:**

Upon the request of the Facility Manager, the Contractor shall provide, at no additional cost, interim pest control services to treat pest problem areas between scheduled monthly treatments. The Contractor shall respond by the next normal working day after the Facility Manager makes such a request. For the purposes of this paragraph, "working day" means between 8 a.m. to 5 p.m., Monday through Friday, or as otherwise agreed to by the Contractor and the Facility Manager.

3.1 Emergency Services

The Contractor shall provide emergency pest control services upon an emergency request from the Facility Manager. An emergency request shall be at the Facility Manager's discretion. The Contractor shall respond to a request, evaluate, and provide treatment to an emergency situation within 1 - 4 hours. The Contractor's personnel shall work continuously, without regard for usual business hours, until the emergency situation is corrected and the site is returned to normal operations.

3.2 The Contractor shall provide pest control services on an emergency basis for pest control problems identified as Basic Services (Section 1.1) at no additional cost to the City.

3.3 The Contractor shall be available to respond to an emergency request twenty-four (24) hours per day, 365 days per year, including holidays. The Contractor shall provide the City with a telephone number that can reach the Contractor twenty-four (24) hours per day, 365 days per year, including holidays.

4.0 **LICENSE AND PERMITS:**

If any of the following events occur during the term of this Agreement, the Contractor shall notify the Facility Manager of the event in writing within ten (10) days of the occurrence of the event:

4.1 The Contractor's receipt of any written complaint filed with the Texas Structural Pest Control Board.

4.2 The suspension, revocation, or refusal to renew the Contractor's Structural Pest Control Business License.

4.3 The suspension, revocation, or refusal to renew the Certified Applicator License of any Contractor employee holding such license.

5.0 **WORK VERIFICATION:**

When scheduled for work, the Contractor's personnel shall check in at the Contractor's offices at each facility. The Contractor shall present daily work orders or schedule with a brief description of the work to be performed to its employees. At that time, additional instructions, if any, shall be provided. When the work is completed the Contractor shall report to the Facility Manager in order to verify completion of work.

6.0 **STORAGE OF PEST CONTROL EQUIPMENT, MATERIALS, AND SUPPLIES:**

The City shall not provide the Contractor with storage space for storage of Contractor-furnished pest control equipment or Contractor-owned pest control materials and supplies. All of the Contractor's pest control materials, supplies, and equipment shall be removed from 611 Walker upon completion or cessation of work and kept in the Contractor's possession.

7.0 **MIXING OF CHEMICALS ON CITY PROPERTY:**

To avoid chemical spills inside the facility, the Contractor shall ensure that the mixing of any chemicals and/or chemical concentrates and water shall be performed OUTSIDE and away from public areas. Most of the major facilities requiring pest control services have an outside source for water.

EXHIBIT "B-14"
CLEANING & JANITORIAL SERVICES

1.0 DEFINITIONS:

- 1.1 For the purposes of the cleaning and janitorial services detailed in this Exhibit:
- 1.2 The Lanier Public Works Building, 611 Walker, contains approximately 443,610 square feet of useable occupied floor space. There is approximately 50,000 square yards of carpet and 22,000 square feet of vinyl flooring. The building contains offices, an auditorium, restrooms, and break areas, mailrooms and conference areas.
- 1.3 The Houston Emergency Center, 5320 N. Shepherd, contains approximately 104,500 square feet of useable occupied floor space. There is approximately 6,000 square yards of carpet, 37,000 square feet of vinyl/tile flooring and 4,000 square feet of granite. The building contains offices, restrooms, and break areas.
- 1.4 The Utility Maintenance Branch Facilities contains approximately 100,000 square feet of useable occupied floor space. There is approximately 50% carpet, 50% vinyl/tile flooring and the buildings contains offices, restrooms, and break areas.
- 1.5 Whenever the word "clean" is used in this Exhibit, it is understood to mean scrub, wash, dust, damp clean (i.e., cleaned using a damp rag), scrape, vacuum clean or polish, as necessary, to bring the area or item so addressed to a condition free of dust, dirt, or stains satisfactory to the Facility Manager. Such cleaning is to be accomplished by hand and/or power tools, and in either case through the use of any necessary implements to best accomplish the cleaning, including (but not limited to) cloths, steel wool, scrub brushes with abrasive powders, detergents, paste cleaners, solvent, bleaches, ammonia liquid, and paste polishes.
- 1.6 Where the word "strip" is used in this Exhibit, it shall mean the process prescribed by the manufacturer of the floor finish being used for removing the last application of floor finish and to prepare the floor tile to receive new floor finish. Normally, floor stripping requires the use of one or more of the following, along with a cleaning solution or formula approved by the Facility Manager in combination with the proper amount of water, to satisfactorily remove all old floor finish, dust, dirt, grease, stains, and the wax applied by the manufacturer of new floor tile:
 - 1.7. Power floor scrubbing machines
 - 1.7.1 Scouring pads
 - 1.7.2 Brushes
 - 1.7.3 Rags
 - 1.7.4 Mops

2.0 CONTRACTOR'S DUTIES:

- 2.1 RESERVED
- 2.2 The Contractor is required to provide all labor, supervision, equipment, tools, transportation, and janitorial supplies to perform the services detailed in this Exhibit.

2.3 Within one week of commencing performance, the Contractor is to schedule and begin a detailed cleaning of each facility to establish a baseline standard of cleanliness by which the Contractor shall be judged throughout the term of this Agreement.

3.0 **CONTRACTOR'S COORDINATION OF WORK WITH FACILITY MANAGER'S DESIGNEES:**

The Contractor shall coordinate all of its performance with such person(s) as the Facility Manager designates in writing. The Contractor shall keep these person(s) currently advised of developments relating to the performance of this Agreement, and the Contractor shall at all appropriate times advise and consult with the Facility Manager's designee(s).

4.0 **CLEANING & JANITORIAL SERVICES:**

The Contractor's primary time for performance of cleaning and janitorial services shall be during the "night shift", which shall be performed on Monday evening through Tuesday morning, Tuesday evening through Wednesday morning, Wednesday evening through Thursday morning, Thursday evening through Friday morning, and Friday evening through Saturday morning. The Facility Manager and the Contractor shall jointly determine the precise times of day at which the "night shift" will begin and end. During each "night shift" the Contractor shall be responsible for ensuring that each facility meets all of the standards outlined in this Exhibit prior to the conclusion of that shift.

4.1 The Contractor shall also perform cleaning and janitorial services during the "day shift", which shall be performed during the workday on Mondays through Fridays. The Facility Manager and the Contractor shall jointly determine the precise times of day at which the "day shift" will begin and end. During the "day shift" the Contractor shall be responsible for maintaining each facility in the operational condition it was in at the conclusion of the previous "night shift".

4.2 The Contractor shall also perform cleaning and janitorial services during the "weekend shift", which is defined as all the time period between the conclusion of the "night shift" on Saturday morning and the start of the "day shift" on Monday morning, as well as all times during City holidays between the conclusion of the previous "night shift" and the next-occurring "day shift". The Facility Manager and the Contractor shall jointly determine the times of day at which each "weekend shift" will begin and end. During each "weekend shift" the Contractor shall be responsible for ensuring that each facility meets all of the standards outlined in this Exhibit prior to the conclusion of that shift. The Contractor shall clean the 102,000 square feet parking garage and the 254,220 square feet paved parking area annually.

4.3 The Contractor shall also perform cleaning and janitorial services for special events held on the Lobby area, Lower Level, and auditorium.

5.0 **CONTRACTOR RESPONSIBILITIES:**

5.1 Furnish all equipment (e.g., vacuum cleaners, carpet cleaners, maid carts, etc.)

5.2 Furnish all supplies (e.g., toilet paper, hand towels, trash can liners, wax, carpet cleaner, cleaning solvents and solutions, anti-bacterial hand soap, etc.)

5.3 Ensure that all lights to floors areas are turned off after cleaning has been completed.

6.0 **CONTRACTOR'S DUTIES:**

6.1 The cleaning and janitorial services the Contractor provides under this Agreement shall include all buildings and the exterior area of each location.

- 6.2 The cleaning and janitorial services the Contractor provides at each facility under this Agreement shall include all the office areas, restrooms, shower areas, lobbies, storage areas, conference rooms, interview areas, lunch rooms, training rooms, elevators, escalators, hallways, parking garage and tunnel break.
- 6.3 The cleaning and janitorial services the Contractor provides for the exterior of each facility shall include the parking garage, paved parking areas, driveways, sidewalks, curbs, drains, and ground-level gutters.
- 6.4 The Contractor shall only employ personnel to perform the services set out in this Exhibit who are thoroughly trained in all phases of cleaning and janitorial services, techniques, and safety.
- 6.5 The Contractor shall employ an on-site supervisor to oversee the cleaning and janitorial services performed under this Agreement. The supervisor (or its) shall be on-call twenty-four (24) hours per day, seven (7) days per week.
- 6.6 The Contractor shall maintain a telephone where the Facility Manager may contact the cleaning and janitorial services supervisor (or its) twenty-four (24) hours a day, seven (7) days per week, in the event of an emergency.
- 6.7 When necessary, the cleaning and janitorial personnel shall work behind locked doors in areas requiring extra security measures, as designated by the Facility Manager. The Contractor's personnel shall close and lock all doors in these areas when cleaning is completed. When appropriate, the Contractor's personnel shall turn off all lights in unoccupied areas immediately after completing cleaning and janitorial work.
- 6.8 The Contractor shall submit to the Facility Manager one (1) copy of a current manufacturer's safety data sheet for all chemical products that are stored and/or used at the facility.
- 6.9 The Contractor shall provide as part of its service for each facility an on-site supervisor who speaks English. This supervisor shall be capable of verbally communicating fluently in whatever language(s) the working staff speaks so that a complete level of understanding of the work to be performed is achieved. Failure to provide such a supervisor at all times shall be grounds for the City to terminate this Agreement.

7.0 **SUPPLIES AND EQUIPMENT:**

- 7.1 The Contractor shall furnish all cleaning and janitorial supplies necessary to perform the services specified in this Exhibit. Supplies shall be in accordance to green friendly products, and shall include items such as paper towels, sanitary napkins, tampons, toilet tissue, anti-bacterial hand soap containing lanolin, deodorizers, disinfectant, and plastic trash can liners.
- 7.2 All supplies shall be of the quality to fulfill the intended purpose of the product and **shall be approved** by the Facility Manager prior to being used at the facility. The contractor shall furnish MSDS sheets an all products used.
- 7.3 Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials.
- 7.4 The Facility Manager reserves the right to reject any and all supplies.

- 7.5 The Contractor shall be entitled to the proceeds from the sanitary napkin dispensers. The cost to the consumer for these products shall be in keeping with industry standards.
- 7.6 The Contractor shall provide and maintain all equipment necessary to perform the cleaning and janitorial services specified under this Agreement, including (but not limited to) any power tools and machines needed.
- 7.7 The Contractor shall maintain all equipment in a first-class working condition that is satisfactory to the Facility Manager.
- 7.8 The Contractor shall use all supplies and equipment in accordance with the manufacturers direction.
- 7.9 Within twenty-four (24) hours of the identification of a broken power tool, machine, or other equipment, the Contractor shall make any necessary spare repair parts or replacement equipment available for the repair or replacement of the broken item.
- 7.10 The Contractor can make a request to the Facility Manager for a reasonable amount of space within each facility to store equipment, supplies, and materials used in the performance of its duties under this Exhibit. The Facility Manager shall have the final decision on the amount and location of space to be provided for the Contractor.
- 7.11 The Contractor shall prepare a description of its space and location requirements and the amount and types of equipment that it wishes to store at each facility.
- 7.12 The City shall not be responsible or liable for damaged, lost, or stolen supplies or equipment that were stored at the facility and which belong to the Contractor or to any subcontractor.
- 7.13 After this Agreement has expired, the Contractor shall return to the City any office space, storage areas, or work areas which it used during this Agreement in a condition equal to or better than the condition such areas were in when they were first provided for the Contractor's temporary use.
- 7.14 The Contractor shall daily place in the dock area of Lanier Public Works Building all trash and debris that it collects in the performance of this Agreement.
- 7.15 The Contractor shall daily place in compactor at Houston Emergency Center all trash and debris that it collects in the performance of this Agreement.

8.0 **QUALITY CONTROL:**

- 8.1 The Contractor shall provide a standardized form for the complaint log sheets. The Project Manager and the Facility Manager shall review all log sheets.
- 8.2 The Contractor's cleaning and janitorial supervisor shall conduct daily inspections of each facility (both visual and written) and record the results in a master inspection control log. The inspection form shall reflect all of the Contractor's housekeeping responsibilities for the appearance and maintenance of the facility. The Contractor shall make the inspection forms and inspection logs available for the review of the Facility Manager.
- 8.3 The Contractor's cleaning and janitorial supervisor shall meet daily with the Contractor to review the previous day's activities and to communicate special requests or problems.
- 8.4 The Contractor shall weekly review the inspection log and perform any necessary follow-up activities with its cleaning and janitorial supervisor.

8.5 The Contractor shall meet with the Facility Manager as needed for a complete formal tour of each facility to inspect the quality and consistency of work, ensure adherence to cleaning specifications and standards, implement any needed corrective actions, and review the needs of the facility. This inspection shall be performed with a City representative. The City and the Contractor shall jointly agree on the inspection form that is to be used to perform this tour.

9.0 **SCHEDULE OF SERVICES:**

9.1 The Contractor shall perform the following cleaning and janitorial services.

9.2 Daily General Cleaning

9.3 The Contractor shall sweep and damp mop floors and/or vacuum carpets.

9.4 The Contractor shall keep the floors clean and free of trash and foreign matter. The Contractor shall leave no dirt in corners, behind doors, or under furniture.

9.5 The Contractor shall keep the carpets clean and free of dust balls, dirt, and other debris. When necessary, the Contractor shall spot clean the carpets utilizing a dry chemical-cleaning agent.

9.6 The Contractor shall empty all trash receptacles and remove the trash from the site. The Contractor shall wash all receptacles, especially in food service areas, when needed.

9.7 The Contractor shall wipe or mop clean all hard surfaces (including doors, walls, floors, and ceramic tile) where liquid or other foreign materials have been spilled on the surface. The Contractor shall ensure that there shall be no streaks.

9.8 The Contractor shall clean all interior doors and partition panels to remove smudge marks, fingerprints, and dust. The Contractor shall ensure that there shall be no streaks.

9.9 The Contractor shall clean, rub, and polish all glass doors, glass panels, bright metal finishes, and handrails. The Contractor shall spot clean partition glass when necessary to remove smudges and fingerprints.

9.10 The Contractor shall keep the drinking fountain surfaces clean and bright, free of dust, stains, and streaks. The Contractor shall keep the fountains free of trash, coffee grounds, etc., and the Contractor shall keep the nozzles free from encrustation. The Contractor shall ensure that metal surfaces have a polished lustrous appearance.

9.11 The Contractor shall perform the following for the exterior terrazzo at the entrances to the building's lobbies and on the sidewalk immediately in front of the buildings:

9.11.1 Swept daily.

9.11.2 Hosed and/or wet mopped weekly.

9.11.3 High pressure spray cleaned when necessary.

9.12 The Contractor shall inspect the daily areas for cleanliness. The Contractor shall perform any appropriate custodial services as needed.

10.0 **DAILY RESTROOM AND SHOWER CLEANING:**

- 10.1 The Contractor shall scour and disinfect all restroom fixtures, including sinks, toilet bowls, and urinals, using an approved solution. The Contractor shall keep the restroom fixtures free of scale, rust, mold, and stains at all times. The Contractor shall dry and polish the restroom fixtures.
- 10.2 The Contractor shall clean and polish all bright metal accessories, including hardware on plumbing fixtures, shelving, partitions, and dispensing accessories, using an approved solution. The Contractor shall not leave streaks.
- 10.3 The Contractor shall empty, clean, disinfect with an approved solution, and replace the liners in All sanitary napkin and tampon receptacles. The Contractor shall empty all other receptacles and damp dust such receptacles on the side.
- 10.4 The Contractor shall clean, polish, and refill the soap, towel, and tissue dispensers. The Contractor shall not Leave Streaks.
- 10.5 The Contractor shall clean and polish all mirrors clear, free of smudges, streaks, or watermarks.
- 10.6 The Contractor shall keep all restroom walls and partitions free from oil spots, smudges, streaks, or foreign matter.
- 10.7 The Contractor shall clean and polish all ceramic tile surfaces in showers or other areas of restroom facilities with an approved solution and keep these areas free of soap film, scale, rust, stains, streaks, and mold at all times.
- 10.8 The Contractor shall clean the restroom floors by mopping and rinsing with an approved disinfecting mopping solution. The Contractor shall vacuum and spot clean, as needed, carpeted areas, such as those in the locker rooms. The Contractor shall ensure that all surfaces are dry; their corners clean, and kept free of streaks, mop strand marks, and skipped areas.

11.0. **WEEKLY GENERAL AND RESTROOM CLEANING:**

- 11.1 The Contractor shall damp dust all vertical and horizontal surfaces of desks, enclosures, files, woodwork, and other furniture with a clean or treated cloth. The Contractor shall dust all desk accessories and return them to their proper place. The Contractor shall clean all telephone receivers with a disinfectant treated cleaning cloth. The Contractor shall wash all restroom partitions with an approved disinfecting solution and apply a light coat of polish.
- 11.2 The Contractor shall pour a minimum of two (2) gallons of fresh, clean water into each restroom floor drain twice weekly.
- 11.3 The Contractor shall disinfect the dry saunas with an approved solution three (3) times weekly.
- 11.4 The Contractor shall weekly vacuum any and all upholstered surfaces (such as chairs and panels), and spot clean such upholstered surfaces as needed or upon the Facility Manager's request.
- 11.5 The Contractor shall clean the Call center Consoles every Tuesday/Thursday or upon the Facility Manager's request.

12.0 **PERIODIC GENERAL CLEANING:**

- 12.1 The Contractor shall dust any vinyl wall coverings monthly, or as needed, or upon the Facility Manager's request.
- 12.2 The Contractor shall clean all baseboards monthly, or as needed, or upon the Facility Manager's request.
- 12.3 The Contractor shall dust or vacuum surfaces above approximately 70" from the floor monthly, or as needed, or upon the Facility Manager's request. The Contractor shall ensure that where glass is present the interior side shall be clean and free of streaks.
- 12.4 The Contractor shall clean all ceiling recessed and mounted light fixture lens and return air slots quarterly, or as needed, or upon the Facility Manager's request.
- 12.5 The Contractor shall vacuum and/or wipe with a clean or treated cloth all draperies, mini blinds, or other window coverings once every quarter. The Contractor shall remove all dust from both sides of these items as needed or upon the Facility Manager's request.
- 12.6. The Contractor shall wash, inside and out, the glass windows in the entrances and vestibules of each facility every quarter, or as needed, or upon the Facility Manager's request. The Contractor shall ensure that all glass is clean and free of oil, grease, dirt, and grime. The Contractor shall wipe the surrounding areas free of drippings and other watermarks.
- 12.7 The Contractor shall vacuum and spot clean (using an approved cleaner) all workstation and moveable partition fabric.
- 12.8 The Contractor shall thoroughly clean all air supply and return grills every quarter, or as needed, or upon the Facility Manager's request.

13.0 **ELEVATOR CLEANING:**

- 13.1 The Contractor shall vacuum floor coverings daily.
- 13.2 The Contractor shall dust the exterior and interior sides of doors and trim daily, and polish the exterior and interior sides of doors and trim monthly.
- 13.3 The Contractor shall damp wipe cabs daily, and wash cabs as needed.
- 13.4 The Contractor shall dust and polish the control and dispatch panels daily to remove smudges, fingerprints or other foreign matter.
- 13.5 The Contractor shall clean all elevator thresholds daily, and polish all elevator thresholds monthly.

14.0 **FLOOR CLEANING:**

The Contractor shall perform the following on the hard surface floor coverings in public areas (such as tile):

- 14.1 Dust, spot mop, and spray buff each day.
- 14.2 Strip and refinish each quarter.
- 14.3 The Contractor shall perform the following on the hard surface floor coverings in office areas:

- 14.4 Dust mop and damp mop daily.
- 14.5 Spray buff weekly.
- 14.6 Scrub and refinish monthly.
- 14.7 Strip and refinish quarterly.
- 14.8 The Contractor shall perform the following in the interior lobby area:
- 14.9 Spray buff daily.
- 14.10 Strip and refinish quarterly with a non-slip finish approved by the Facility Manager.
- 14.11 The Contractor shall machine scrub all restroom floors monthly.
- 14.12 611 Walker Marble lobby Floor Cleaning

Marble floor shall be serviced in sections. Each section shall be serviced on a rotating basis ensuring that the entire lobby is serviced each month. As a section is being serviced, the remaining sections shall be swept and damp wet mopped with Lavenet.

Supplies required

- 14.12.1 Lavenet
- 14.12.2 Akemi Pink Chrystalizer
- 14.12.3 3M Masking Film
- 14.12.4 3M Blue Masking Tape
- 14.12.5 20-0 Steel wool pads

15.0 **CARPET CARE:**

- 15.1 The Contractor shall thoroughly vacuum all carpeted areas daily.
- 15.2 The Contractor shall ensure that:
- 15.3 Carpeted surfaces are free of obvious dirt, dust, and other debris.
- 15.4 Floor surfaces are clean and free of debris or foreign matter.
- 15.5 No dirt is left in corners or near baseboards, behind doors, or under furniture.
- 15.6 The finished area shall have a uniform luster without unsightly finish buildup.
- 15.7 All spillage, dirt accumulation, or crust material shall be removed along with spots and stains.
- 15.8 There is no evidence of fuzzing caused by harsh rubbing or brushing.
- 15.9 When spot cleaned, areas shall blend with the adjacent areas of the carpet.

- 15.10 Spots, smudges, or other foreign markings are removed without causing unsightly discoloration on the carpet surfaces.
- 15.11 The Contractor shall perform anti-static electricity treatment as may be required.
- 15.12 The Contractor shall perform carpet shampooing/extraction on a semi-annual basis.
- 15.13 The Contractor shall ensure that carpets are kept free of dirt, spots and unsightly conditions that can be removed with spot cleaning and normal vacuuming.
- 15.14 The Contractor shall bonnet clean all carpets in high traffic areas as needed.
- 15.15 The Contractor shall apply soil resistant/stain resistant coatings per the manufacturers specifications on areas not covered by fixed furnishings and appurtenances a minimum of once every three [3] years.

16.0. **STAIRWAYS (LANDING AND TREAD SURFACES):**

- 16.1 The Contractor shall keep the landing and tread surfaces free of dirt, dust, and other foreign substances, and shall ensure that these areas present an overall appearance of cleanliness. The Contractor shall keep railings, ledges, grills, fire apparatus, and doors free of dust and foreign substances.
- 16.2. The Contractor shall keep glass surfaces clean and free of obvious dust, smudges, or spots.
- 16.3. The Contractor shall keep metal surfaces clean, bright, polished to a uniform luster, and free of smears, smudges, or stains.
- 16.4 The Contractor shall keep wood surfaces free of smears, smudges, or stains.

17.0. **STORAGE SPACE:**

- 17.1 The Contractor shall keep floors clean and free of trash and foreign substances.

18.0 **MISCELLANEOUS (611 WALKER):**

- 18.1 Card Readers and Turn Stiles

- 18.1.1 Clean stainless steel devices in accordance to the manufactures suggested cleaning procedures,

18.0 **EXTERIOR SITE:**

- 18.1 The Contractor shall provide the following specific cleaning services for the exterior of 611 Walker including the Tunnel Courtyard:
- 18.2 The Contractor shall perform the following for all paved sidewalks, curbs, drains, and ground-level gutters:
 - 18.2.1 Inspect these areas daily to check for debris.
 - 18.2.2 Completely sweep these areas weekly. Additionally, the Contractor shall perform occasional sweepings, as needed in between the general weekly sweepings in order to remove debris such as leaves or papers, which may collect in corners or against curbs.

- 18.3 Wash these areas with water using a high-pressure spray in order to remove accumulated debris, mud, or other substances, which may accumulate on these paved surfaces, when necessary or when requested by the Facility Manager.
- 18.4 The Contractor shall empty all exterior trash receptacles daily. The Contractor shall clean all exterior trash receptacles utilizing disinfectant cleaners, soap, and water as needed to maintain sanitary conditions.
- 18.5 The Contractor shall daily collect, bag, and remove papers and other extraneous debris from all exterior areas.

19.0 **POWER WASHING:**

19.1 The Contractor shall recycle and filter all water that is used in the cleaning process in accordance to the City of Houston Ordinances and the E.P.A. Guidelines. A copy of the manifest shall be provided to the Facility Manager.

19.1.1 The Contractor shall power wash Monthly all floors, curbs, the garden level area and sidewalks, at Lanier Public Works Building. The Facility Manager shall have prior approval over the cleaning agents or methods used for this purpose.

19.1.2 The Contractor shall power wash the parking garage, ramps areas and dock area Semi- Annually at Lanier Public Works Building.

NOTE: The parking garage is 102,000 square feet, with six levels of parking.

19.1.3 The Contractor shall annually power wash all paved driveways, curbs and parking areas at Houston Emergency Center. The Facility Manager shall have prior approval over the cleaning agents or methods used for this purpose.

NOTE: The paved area is 254,220 square feet.

19.1.4 Power washing at the Utility Maintenance Branch facilities will be done on as requested bases.

EXHIBIT "B-15"
PAINTING SERVICES

20.0 SCOPE OF SERVICES:

The Contractor shall provide all labor, materials, supplies, repair parts, tools, and equipment required to perform the work specified in this section. Work in this section is defined as making minor wall repairs, patches, touchup, and painting. These services shall be available on an as requested base.

20.1 Paint

Benjamin Moore Paint #255 semi-gloss shall be used in the public and common areas. Any variation of Paint type and color shall be approved by the Facility Manager. Paint maybe supplied by the City of Houston, or shall be purchased by the contractor using EXHIBIT "H", FEE SCHEDULE, and ITEM 7B. Purchase of the paint shall be at the discretion of the Facility Manager

20.2 Labor Rates

The Contractor's labor rate will be by the linier foot as described in EXHIBIT "H", FEE SCHEDULE, and ITEM 7E.

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **FACILITY MAINTENANCE SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("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 the Parks and Recreation Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- * B. SCOPE OF SERVICES
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- * E. DRUG POLICY COMPLIANCE AGREEMENT
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- * H. FEES AND COSTS
- * I. CITY’S CONTRACTORS PAY OR PLAY PROGRAM
- * J. PERFORMANCE BOND

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

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

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

5.0 DEFINITIONS

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

6.0 SIGNATURES

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

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

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.

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

2.0 RELEASE

- 2.1 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.

3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
 - 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

4.0 INDEMNIFICATION PROCEDURES

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

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due and

4.1.3 the anticipated amount of the indemnified loss.

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

4.3 Defense of Claims

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

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

5.0 INSURANCE

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

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

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

5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy
Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability

Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

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

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

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

6.0 WARRANTIES

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

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

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

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

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

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

7.0 LICENSES AND PERMITS

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

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 MWBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 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.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and
 - 10.2.3 If applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

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

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

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

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

13.0 CONTRACTOR'S PERFORMANCE

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

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

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

15.0 PERFORMANCE BOND

Contractor shall furnish a performance bond in substantially the form attached hereto as Exhibit "J" in the amount of **\$3,000,000.00** for each agreement year of the initial three-year term and if and when the option years are exercised by the Director, **\$3,000,000.00** for 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.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

- 1.1 The City shall pay and Contractor shall accept fees 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.

2.0 TAXES

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

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

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

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

5.0 LIMIT OF APPROPRIATION:

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

“By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.”

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor’s only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

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

3.0 RENEWALS

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

4.0 TIME EXTENSIONS

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts

that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may

terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

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

2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the

Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

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

7.0 NOTICES

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

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

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

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

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

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

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.

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of Contract execution)

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D
MWBE SUBCONTRACT TERMS

(To be inserted by the City at the time of Contract execution)

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

(To be inserted by the City at the time of Contract execution)

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

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

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

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date

Contractor Name

Signature

Title

**EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT H
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT I
PAY OR PLAY**

(To be inserted by the City at the time of Contract execution)

BID BOND

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HARRIS §

THAT _____, a corporation organized under the laws of _____ (hereinafter called the "Principal"), and _____, a corporation of the State of Texas which is licensed to do business in the State of Texas (hereinafter referred to as the "Surety"), are held and firmly bound unto the City of Houston, Texas (hereinafter called the "City") in the full and just sum of _____ **THOUSAND DOLLARS** (\$ _____) to the payment of which sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has prepared for submission to the City a competitive bid **L23171** to provide **Facility Maintenance Services for the Building Services Department**; and

WHEREAS, the City requires this Bond as further assurance that the Principal will execute the required Agreement and provide the required Performance Bond if it is awarded the contract;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall not withdraw said bid until the Agreement has been awarded or until all bids therefore have been rejected, and the Principal shall, if it is awarded the Agreement, enter into a written Agreement with the City and provide an executed Performance Bond or Letter of Credit to City, each in the form provided as a part of the bid documents within fourteen (14) days after said Agreement has been awarded by the City or in the event of the failure to do so, if the Principal shall pay to the City the sum of _____ **THOUSAND DOLLARS (\$ _____)** within said fourteen (14) day period, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

Secretary

By: _____
Title: _____

[AFFIX CORPORATE SEAL]

WITNESSES:

SURETY:

By: _____
Title: _____

OR

ATTEST:

Secretary

[AFFIX CORPORATE SEAL]

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