



CITY OF HOUSTON INVITATION TO BID

Issued: July 16, 2010

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, August 12, 2010** 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:

**HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S30-L23696
NIGP CODE: 926-45**

BUYER

Questions regarding this solicitation document should be addressed to **Richard Morris**, at **832-393-8736**, or e-mail to **richard.morris@houstontx.gov**.

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 901 Bagby Houston, Texas 77002 City Hall, SPD Conference Room 2 at 9:30 AM on Monday, July 26, 2010.

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

***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



**HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S30-L23696
NIGP CODE: 926-45**

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 Handling and Disposal of Hazardous Materials for a three-year period with two (2) one-year option periods to extend for Various Departments**", 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 Handling and Disposal of Hazardous Materials 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.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

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

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 Over \$50,000.pdf
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

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, for Handling and Disposal of Hazardous Materials that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Towing & Storage Services for Seized Vehicles.** 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: _____

Qualifications

The bidder shall submit the following:

- a. Previous emergency, on-site response handling and removal of hazardous materials/waste work.
- b. Previous save packaging storage, transportation and disposal of hazardous materials.
- c. A list of disposal facilities to be used in the performance of this contract.
- d. A list of Recycling facilities to be used and the products each handles.
- e. Qualifications of key personnel to be assigned to the contract.
- f. A brief description of its safety record, including a listing of all warning notification, violations and/or citations, with details of each, received from pertinent federal, and /or state agencies in the past five (5) years by the bidder, Transporter, Storage Facility and/or Disposal Facility.

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.

Therefore the bidder's /contractor's facility shall be equipped to provide the services specified and shall be staffed with qualified personnel. This requirement shall apply to all sub-contractors that will perform work related to this contract for the contractor. The facility must meet requirements at time city performs the inspection in order to be considered for award.

The recommended bidder shall satisfy the City that it has a service facility to allow monitoring and inspection of the Bidder's work by appropriate User Department Representative (UDR). If the Bidder's facility is outside of the Harris County line, the Bidder shall be responsible for all of UDRs' expenses to travel to the Bidder's facilities to monitor and inspect the jobs in progress and the contractor shall reimburse the City of Houston accordingly.

The facility shall meet all Federal, State, Building Codes, regulations of Fire Department, City of Houston and/or local regulations, ordinances, codes, and standards which govern such facilities and the equipment therein.

The Bidder shall furnish the City Inspection Team valid documents indicating the facility meets the current OSHA, safety requirements, current EPA, and TCEQ requirements for air and water pollution as related to the equipment at the facility upon inspection of the facility within five days from City's written request.

The Bidder shall provide a smoke-free environment for the City Inspector to check the job progress. This applies to both Bidder's shop and the subcontractors.

All tools, all equipment, and the qualified staff required to do the work specified by this contract shall be in place and fully operational and meeting these specifications during a "Shop Inspection" of the bidder's repair facility and its sub-contractors.

The Bidder and its sub-contractors shall be ready for the City "Inspection Team" within 72 hours of a notice by the City Purchasing Agent. There shall be only one "Shop Inspection."

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.

Performance Bond

The Contractor shall furnish and maintain a performance bond in the amount of 100% of the yearly total contract cost throughout each year of the Agreement, renewable each year of the Agreement Term including extension terms, conditioned on the Contractor's full and timely performance of the Agreement. The bond must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "K".

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

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF WORK

- 1.1 The Contractor shall provide all labor, materials, supplies, equipment, transportation, supervision, and services required for emergency and non emergency identification, analysis, removal, containment, and disposal of hazardous and non hazardous materials generated by, or discovered on, City property and right of ways. The Contractor shall provide all services necessary and/or required for containment of spills, removal of drums and other containers, removal of transformers, and all other aspects involving the identification, safe removal, containment, interim treatment/disposal of hazardous and non hazardous materials in accordance with all applicable local, state, and federal laws and regulations addressing the safe handling of solid waste and hazardous waste including, but not limited to, the Industrial Solid Waste and Municipal Hazardous Waste Management Act (Title 30, Administrative Code, Chapter 335), the Resource Conservation and Recovery Act (RCRA), and the Occupational Safety and Health Act (OSHA), and all terms and conditions of the Agreement. An approved hazardous and non hazardous materials carrier shall provide transportation for hazardous and non hazardous waste materials that is in compliance with all Department of Transportation (DOT) requirements.

2.0 SPECIFICATIONS

- 2.1 The Contractor shall provide on site cleanup of abandoned waste both contained and uncontained.
- 2.2 The Contractor shall obtain laboratory tests and analysis from an accredited laboratory to identify and classify waste materials correctly prior to disposition. Copies of analysis results along with final disposition report shall be provided to the City department Director/designee for review.
- 2.3 The Contractor shall provide for the final disposition of all hazardous and non hazardous waste, which includes all labor, transportation, freight, manifesting, incineration, burial, neutralization, recycling, and any other process required to significantly decrease or eliminate the toxicity, mobility, or volume of hazardous contaminants necessary to meet all applicable local, state, and federal, solid and liquid waste hazardous materials laws and regulations.
- 2.4 Industrial Hygiene Services
- 2.4.1 The Contractor shall provide industrial hygiene services to include, but not limited to indoor air quality evaluations and occupational exposure evaluations. The Contractor shall provide all equipment and materials required to perform the services.
- 2.4.2 Current guidelines, recommended practices, and standards published by, but not limited to, the Environmental Protection Agency (EPA), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH), American Conference of Governmental Industrial Hygienists (ACGIH), and American Industrial Hygiene Association (AIHA) shall be forwarded as relevant to the respective industrial hygiene services requested.
- 2.5 Indoor Air Quality and Occupational Exposure Evaluations
- 2.5.1 The Contractor will conduct a thorough investigation through facility background

analysis, interviews, physical facility assessments and inspections, and complete air quality evaluations.

2.5.2 Air quality evaluations may include, but not limited to the following common indoor air contaminants:

- Acetic Acid
- Carbon Dioxide
- Carbon Monoxide
- Formaldehyde
- Nitrogen Oxides
- Ozone
- Radon
- Volatile Organic Compounds (benzene, alcohols, hydrocarbons, pesticides)
- Miscellaneous Inorganic Gases (ammonia, hydrogen sulfide, sulfur dioxide)
- Asbestos
- Synthetic Fibers (fiber glass)
- Tobacco Smoke
- Microorganisms and Other Biological Contaminants (fungi, mold, bacteria)

2.5.3 A written report shall be provided to the Director/designee upon request which includes all the elements in Sections 2.5.1. & 2.5.2 and must include the following:

- Summary of services
- Evaluation Data of Indoor Air Quality and Occupational Exposure
- Interpretation of data
- Recommendations (engineering and/or administrative) to correct, eliminate, reduce or prevent reoccurrence.

2.6 The Contractor shall ensure that all transportation of hazardous and non hazardous materials shall be in accordance with Department of Transportation Hazardous Material Regulations 49 CFR 100-199.

2.7 The Contractor shall comply with all state and local requirements of transportation, storage and disposal, including obtaining all necessary permits, licenses and approvals. In this regard, the Contractor, or an approved subcontractor, shall present to the City Purchasing Agent evidence of being a Texas Commission on Environmental Quality ("TCEQ") licensed and registered Hazardous Waste Transporter. The Contractor shall immediately notify the City Purchasing Agent of any change in the status of the license or registration.

2.8 The Contractor shall provide interim off-site storage when necessary prior to disposal in order to remove hazardous materials from the City's site within the prescribed response time frame (per time of performance agreed to in Paragraph 3.1.1).

2.9 The City reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the Contractor.

2.10 The Contractor shall provide training to meet the needs of the requesting director/designee for individuals selected by the City to train for licensing requirements for the courses listed below:

- 2.10.1 First Responders Awareness Level - No Time Requirements
- 2.10.2 First Responders Operations Level - 8 Hours plus awareness competency
- 2.10.3 Hazmat Technicians - 24 Hour Training
- 2.10.4 Hazmat Specialists - 24 Hour Training

- 2.10.5 General Site Workers - 40 Hour Training
- 2.10.6 Confined Space Entry - No Time Requirements, proficiency verification to be provided.

2.11 Sudden releases from certain types of materials such as petroleum products and other hydrocarbons or volatile organic compounds may create explosive or toxic or hazardous conditions that may require immediate mitigation before disposal activities can proceed. The Contractor shall mitigate such conditions including, but not limited to, impacts of environmental media, mitigation of explosives or potentially explosive characteristics, potentially harmful vapors, containment and removal of phase separated hydrocarbons and solvents, and removal of highly contaminated soil or other media.

3.0 DUTIES OF THE CONTRACTOR

- 3.1 The Contractor's normal business hours to respond to any location in the City limits shall be the hours of 7:00 a.m. to 5:00 p.m. weekdays (excluding City holidays).
 - 3.1.1 The City may, on occasion, require emergency, on-site service. This service shall include all service requirements as listed herein for land, water, air releases or hazardous conditions. In all such cases, service shall commence, at the site, within one and a half (1.5) hours, but in no case later than three (3) hours after the call is placed. This emergency service must be available on a twenty-four (24) hour basis, seven (7) days a week. The emergency response fee shall be listed in the contract Fee Schedule. For emergency incidents, the Contractor shall be responsible for the preparation of any and all DOT shipping papers, state manifests, and any other required federal, state or local documentation.
- 3.2 Pick up, repackage (if necessary), mark, label, and transport to a permitted facility or a facility authorized to operate under interim status, drums or other containers or collections of waste. All wastes will be transported in accordance with DOT, state, and local transportation regulations and policies. If it is determined by a representative of the City that immediate removal response is not necessary, the Contractor shall secure, in place, containerized waste, spilled material and or drums. If the Contractor receives temporary authorization from the state regulator to store removed waste (pending analysis) at a facility not permitted or operating under interim status, that facility shall comply with all of the applicable 90-day generator requirements as outlined in 31 TAC 335.69.
- 3.3 The Contractor shall pick up, containerize waste (non-emergency) and contaminated or possibly contaminated (hazardous or non hazardous) soils (where required) and transport to a designated facility, per the direction as outlined in 2.0 above.
- 3.4 The Contractor shall provide the City with a material safety data sheet for all waste disposed of by the contractor or if such information is not available, the Contractor shall sample and analyze representative samples of the waste material, if analysis of such material is required to properly classify the waste for transportation and disposal.
- 3.5 In instances requiring the removal of contaminated or possibly contaminated soils, a cleanup plan shall be provided by the Contractor which outlines methods used to determine adequate cleanup levels. Such cleanup plans shall be reviewed by the City.
- 3.6 The Contractor shall provide necessary analysis of a representative sample of the waste material(s) adequate to classify the waste for proper waste classification, transport and disposal.
- 3.7 The Contractor shall provide or arrange for the proper disposal, processing or recycling of the wastes collected. This would include all of the applicable manifesting, packaging, inspection of packaging, record keeping, waste classification and reporting requirements of Title 31 TAC,

Chapter 335.3.8. The disposal, processing, or recycling alternatives are subject to City Health & Human Services Department review. Alternatives to be considered must include technologies that will result in permanent and significant decreases in the toxicity, mobility, or volume of the hazardous/non hazardous contaminants present in the waste.

- 3.8 The Contractor will afford the opportunity to review the analytical results of any wastes tested, including quality assurance/quality control data to the City. Any analytical review will occur prior to the selection of a disposal option by the Department requesting the service.
- 3.9 The Contractor shall provide the Department requesting the service an itemized list of expenditures incurred as a result of a cleanup action or the disposal of waste. This itemized list shall include a detailed description of the analytical tests performed and the associated costs for these tests.
- 3.10 The Contractor will use extreme care if excavation, the use of heavy equipment near and around buried utility lines, marked and unmarked, crossing of pipelines, movement of equipment over parking areas or private property, etc. is needed by the Contractor to complete the requested service.
- 3.11 If the disposal involves entry on private property the Contractor is responsible for contacting the owners and determining the location of buried utility lines, pipelines and property lines prior to the start of any removal or disposal service.
- 3.12 All areas of concern will be properly marked and identified with boundary markers supplied by the Contractor.
- 3.13 The Contractor will be held liable for any and all damages from his service as requested by the City. Any claims by utility companies, private companies or homeowners shall be the responsibility of the Contractor.
- 3.14 Before any scheduled work is performed, the Contractor shall provide an estimate, if applicable, of the disposal cost to the Department requesting the service. No scheduled work shall commence until the estimate is accepted by the Department and a representative of the Department Director/designee approves the estimate by means of an approved Work Order or Purchase Order.
- 3.15 The Contractor shall provide a schedule to the Department Director/designee for the disposal or cleanup prior to initiating any scheduled work, if applicable.
- 3.16 The Contractor shall provide copies of the Environmental Impairment Liability Endorsement for site and storage pertaining to the hazardous site or sites to be used for the fulfillment of the proposed contract. Environmental Impairment Liability Endorsement for transportation of material pertaining to this contract is to be included with the original certificate of insurance.
- 3.17 The Contractor shall provide a listing of the staff, to include titles; their functions, qualifications, related experience, and length of service with the company. The Contractor shall designate which personnel are integral to the fulfillment of the Agreement. Should a change of personnel occur, involving a staff member integral to the performance of the contract, the City shall be notified immediately and provided with resume(s) for each replacement.
- 3.18 Duly authorized representatives from the City of Houston will have the right to visit the Contractor's facilities, at the City's expense, at any time during normal working hours, without notice within the contract period.
- 3.19 City of Houston representatives will be given free access to any and all parts of the facility, and

to any and all computer or paper records or bookkeeping files as long as the inspection does not breach patent or national security.

- 3.20 Any scrap or salvage value resulting from the removal and disposal of containers or materials shall be paid to the City.
- 3.21 At the completion of each identifiable stage of the hazardous materials handling process, the Contractor will provide the requesting department a written report outlining the actions taken, and including any correspondence between the Contractor and any regulatory agencies. The report shall state the status of the handling process for that item, as well as any continuing regulatory compliance that is required.
- 3.22 The Contractor shall provide to the Director or its designee a list of the disposal facilities that will be used during the term of the Agreement, within five days from receipt of the Notice to Proceed. Should a change in facilities occur during the term of the Agreement, the Contractor will notify the Director or its designee immediately. The Contractor shall provide the Director or its designee with EPA and appropriate State of Texas Permit ID numbers for each facility.
- 3.23 The Contractor shall transport all hazardous and non-hazardous materials in accordance with the Department of Transportation Hazardous Material Regulations, 49 CFR 100-199.
- 3.24 The Contractor's on site employees shall carry identification cards that verify their compliance with required levels of training.

4.0 DUTIES OF THE CITY

- 4.1 The City shall use only approved storage and delivery points for toxic, hazardous and restricted materials. Materials purchased under City contracts shall be purchased in quantities that facilitate the disposal through appropriate methods.
- 4.2 The Department shall maintain the required records to adequately identify materials for disposal.

5.0 WASTE MATERIALS GENERATED BY DEPARTMENTS

5.1 Materials Purchased from Citywide Contracts:

- a. sealants
- b. pesticides
- c. adhesives
- d. herbicides
- e. paints
- f. paint thinner
- g. solvents
- h. automotive parts cleaners
- i. varnish
- j. fiberglass repair kits
- k. paint remover
- l. spray paints
- m. primers
- n. enamels
- o. fertilizers
- p. enamel reducers
- q. wood sealants
- r. lacquers

- s. caustics
- t. fungicides
- u. acids
- v. propylene glycol (antifreeze)
- w. fluorescent light bulbs
- x. batteries

- 5.2 Occasionally departments may present containers of material/waste that are of unknown origin and contents in various quantities.
- 5.3 Occasionally the cleanup of either public right-of-way or privately owned property may be required due to illegal dumping or disposal by unknown individuals.

6.0 DELIVERY/PERFORMANCE

- 6.1 Services shall be performed for the following City Departments (where no performance sites or estimated amounts are listed, information is not available at this time). The list of services to be performed by the Contractor and wastes to be handled under this Agreement is not intended to be all inclusive and should not be interpreted or proposed as such. Instead the Contractor should be aware that these are some of the materials which will be dealt with in the scope of this Agreement, in addition to others which have not been identified herein, and may not become identifiable until the occurrence of an incident.

6.1.1 Department of Solid Waste Management

6.1.1.1 Types of Materials:

- a) oil, gas or diesel fuel contaminated by water
- b) hydraulic fluid
- c) paint, thinners and/or solvents
- d) absorbent materials

6.1.1.2 The department requires the removal and disposal of the above referenced materials from various containers listed, but not limited to:

- a) 55-gallon drums
- b) concrete contaminated berms
- c) underground storage tanks

6.1.1.3 The department's **ESTIMATED** yearly quantities are as follows:

- a) 4,000 gallons - contaminated materials
- b) 10,000 lbs - absorbent material (absorbal)

6.1.1.4 These materials would require gathering from the following locations:

- a) Kelley Service Center - 5617 Neches
- b) Judiway Service Center - 1245 Judiway
- c) Lawndale Service Center - 1501 Central
- d) Southwest Service Center - 11500 South Post Oak

6.1.2 Houston Airport System (HAS)

6.1.2.1 Types of Materials:

- a) 55 gallon water/oil based drums of paint or waste paint
- b) 5 gallon water/oil based paint pails
- c) Contaminated soil: by 55 gallon drums: by the cubic yard; bulk amounts (10, 20, 30 and 40 cubic yard) should be tested and hazardous materials should be identified
- d) Aviation deicing

- e) Solvents (paint thinner, toluene, parts cleaner)
- f) Batteries (led acid, Ni-Cad, alkaline)
- g) Vehicular maintenance fluids
- h) Pesticides/herbicides
- i) Fluorescent light bulbs
- j) Universal Waste. Out-of-date hazardous or non hazardous material
- k) Other hazardous and non hazardous materials for which the HAS may or may not have MSDS

6.1.2.2 The above materials except as noted below would require gathering from the following locations:

- a) George Bush Intercontinental Airport - 2800 N. Terminal Road
- b) William P. Hobby Airport - 7800 Airport Boulevard
- c) Ellington Airport - 510 Ellington Field

6.1.3 Public Works & Engineering Departments divisions to be serviced are:

- a) Fleet
- b) Materials Management Branch
- c) Traffic and Transportation
- d) Drinking Water Operations
- e) Wastewater Operations
- f) Utility Maintenance
- g) Geo-Environmental
- H) Right of Way

7.0 Special Provisions

7.1 The Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

7.2 All Contractor personnel, including sub-contractors that perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints shall be collected at the Airport Badging Office.

7.3 The Contractor shall obtain HAS security badges for all personnel performing services at the Airports. These Contractor personnel must wear an identification badge in the chest area at all times while on the Airport. The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU and \$6.00 each at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. The Contractor personnel losing badges will be charged for replacement badges at the most current rate.

7.4 Airport Customs Security Area Bond

7.4.1 The Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service. Please refer to Exhibit J.

EXAMPLE: 10 Employees Bond Amount \$10,000

7.5 The Contractor shall reimburse HAS for all fines or penalties assessed as a result of non-compliance with security regulations.

8.0 Public Relations

- 8.1 The Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airport, or at any City facility, except when requested to do so by the Director.

9.0 Invoicing

- 9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted to the requesting department. All invoices shall be delivered or mailed to the department whereby service was rendered. The itemization shall be in accordance with the Contract Fee Schedule.
- 9.2 The Contractor shall issue one invoice per purchase order. No partial invoices will be accepted. The invoice shall include subcontractor backup documentation.
- 9.3 The City reserves the right to review all payments made to a contractor by auditing at a later date. Subject to such audit, any overpayment may be recovered from the Contractor. The City of Houston requires timely and accurate accounting and billing information. All charges must be documented.
- 9.4 Invoices shall reflect the following information:
- City of Houston Outline Agreement Number
 - Complete contract name
 - Complete description of the services provided
 - Date and time of call out
 - Unit number or license plate (when cleaning equipment or fluid spills)
 - The Contractor's contact person for invoice irregularities.
- 9.5 HAS Will Accept Electronic Invoicing (optional)

The Houston Airport System will accept invoices submitted electronically along with required support information as mentioned in section 9.4. Each invoice should be submitted in a TIFF format. Multiple invoices may be submitted in a single email.

Requirements are as follows:

1. Submit invoices in "TIFF" format.
2. Submit to has.accountspayable@cityofhouston.net

- 9.6 Invoice for Public Works and Engineering should be submitted to the address:

City of Houston
Department of Public Works and Engineering
Accounts Payable – Service Contracts
Attn: Craig Foster
P.O. Box 61449
Houston, Texas 77208-1489

10.0 ADDITIONS & DELETIONS:

- 10.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this agreement, may add or delete like services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the agreement services and charges or rates as an

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

11.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

12.0 WARRANTY OF SERVICES:

12.1 *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.

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

12.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this agreement. 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.

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

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

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas-Home-Rule City 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:

TABLE OF CONTENTS

Page No.

- I. PARTIES 15
 - 1.0 ADDRESS 15
 - 2.0 TABLE OF CONTENTS..... 15
 - 3.0 PARTS INCORPORATED 17
 - 4.0 CONTROLLING PARTS 17
 - 5.0 DEFINITIONS 17
 - 6.0 SIGNATURES 18

- II. DUTIES OF CONTRACTOR 19
 - 1.0 SCOPE OF SERVICES 19
 - 2.0 RELEASE 19
 - 3.0 INDEMNIFICATION 19
 - 4.0 INDEMNIFICATION PROCEDURES 20
 - 5.0 INSURANCE 20
 - 6.0 WARRANTIES 21
 - 7.0 LICENSES AND PERMITS..... 21
 - 8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE 21
 - 9.0 MWBE COMPLIANCE 21
 - 10.0 DRUG ABUSE DETECTION AND DETERRENCE 22
 - 11.0 ENVIRONMENTAL LAWS..... 22
 - 12.0 CITY’S CONTRACTOR PAY OR PLAY PROGRAM 23
 - 13.0 CONTRACTOR’S PERFORMANCE 23
 - 14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS..... 23

- III. DUTIES OF CITY 24
 - 1.0 PAYMENT TERMS 24
 - 2.0 TAXES 24
 - 3.0 METHOD OF PAYMENT 24
 - 4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS..... 24
 - 5.0 LIMIT OF APPROPRIATION: 24
 - 6.0 CHANGES 25

- IV. TERM AND TERMINATION 27
 - 1.0 CONTRACT TERM..... 27
 - 2.0 NOTICE TO PROCEED..... 27
 - 3.0 RENEWALS..... 27
 - 4.0 TIME EXTENSIONS 27
 - 5.0 TERMINATION FOR CONVENIENCE BY THE CITY 27
 - 6.0 TERMINATION FOR CAUSE BY CITY 28
 - 7.0 TERMINATION FOR CAUSE BY CONTRACTOR 28
 - 8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS 28

- V. MISCELLANEOUS 29
 - 1.0 INDEPENDENT CONTRACTOR 29
 - 2.0 FORCE MAJEURE 29
 - 3.0 SEVERABILITY 29
 - 4.0 ENTIRE AGREEMENT 29
 - 5.0 WRITTEN AMENDMENT 29
 - 6.0 APPLICABLE LAWS..... 30
 - 7.0 NOTICES 30

8.0	NON-WAIVER	30
9.0	INSPECTIONS AND AUDITS.....	30
10.0	ENFORCEMENT	30
11.0	AMBIGUITIES.....	30
12.0	SURVIVAL	30
13.0	PARTIES IN INTEREST	31
14.0	SUCCESSORS AND ASSIGNS	31
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS.....	31
16.0	REMEDIES CUMULATIVE	31
17.0	CONTRACTOR DEBT	31

EXHIBITS

- A. DEFINITIONS
- * B. SCOPE OF SERVICES
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- * I. CITY’S CONTRACTORS PAY OR PLAY PROGRAM

* 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)

5.1.5 Pollution Liability

\$1,000,000.00 per occurrence: \$2,000,000.00 aggregate (12-month period)

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 30 days 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.

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)

**Exhibit J
Airport Customs Security Area Bond**

_____ (name of principal) of _____

(name of surety) of _____ are held and firmly bound unto the United States

Of America in the sum of _____ (\$ _____), for the Payment of work which we bind ourselves, our heirs,, executors, administrators, successors, and assigns, jointly and severely, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, 20_____.

WHEREAS, the principal (including the principal's employees, agents, and contractors) desires access to Customs airport security areas located at Houston International Airport during the period of one year beginning on the _____ day of _____, 20_____, and ending on the _____ day of _____, 20_____, both dates inclusive;

Now, Therefore, the condition is Such That—

The principal agrees to comply with the Customs Regulations applicable to Customs security areas at airports.

If the principal defaults on the condition of this obligation, the principal and surety jointly and severely, agree to pay liquidated damages of \$1,000 for each default or such other amount as may be authorized by law or regulation.

Signed, Sealed, and Delivered in the Presence of –

_____ Name Address _____

_____ Name Address Principal (Seal) _____

_____ Name Address _____

_____ Name Address Surety (Seal) _____

_____ Name Address _____

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

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

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

REVIEWED:

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

Date

Paralegal