CITY OF HOUSTON
INVITATION TO BID

Issued: May 13, 2011

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 a.m., June 9, 2011** 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:

FUEL SYSTEMS TANK TESTING SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO.: S33-L23876
NIGP CODE: 992-45

BUYER

Questions regarding this solicitation document should be addressed to **Conley Jackson** at **832.393.8733**, or e-mail to **conley.jackson@houstontx.gov.**

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor 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 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room No.1 at **9:00 a.m., on Tuesday, May 24, 2011.**

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, and 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

FUEL SYSTEMS TANK TESTING SERVICE FOR THE FLEET MANAGEMENT DEPARTMENT
BID INVITATION NO.: S33-L23876
NIGP CODE: 992-45

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 FUEL SYSTEMS TANK TESTING SERVICES for a three-year period with two (2) one-year option periods to extend for the Fleet Management 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 **FUEL SYSTEMS TANK TESTING 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.** 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

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-513, Houston, TX 77002, Attn: Conley Jackson (or) by fax: 832.393.8759 or by e-mail (preferred method) to conley.jackson@**houstontx.gov** no later than **1:00 p.m., Tuesday, May 31, 2011.**

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 **FUEL SYSTEMS TANK TESTING SERVICES** that is similar in size and scope to this Contract. **Bidder must have references documenting that it has performed FUEL SYSTEMS TANK TESTING 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.

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES

The Contractor shall furnish all labor, tools and transportation necessary to provide fuel system tank testing services for all City of Houston owned or operated fuel or generator sites with Stage I or Stage II vapor recovery systems or underground storage tanks or piping per Exhibit "B1 and B2". All tests will be conducted according to the regulations of the Environmental Protection Agency, Texas Commission on Environmental Quality (TCEQ), Bureau of Air Quality Control for the City of Houston's Health and Human Services Department, the American Petroleum Institute and any other federal, state or local government agency that has jurisdiction.

2.0 TANK AND PRODUCT PIPE TESTING

Tank tightness and product piping test as required by the TCEQ, promulgated in the 30 Texas Administrative Code (TAC) Sec 334.50, consist of the following:

2.1 Piping tightness testing methods shall be capable of detecting a leak from any portion of the piping system. Piping tightness tests shall be conducted in accordance with a code or standard of practice developed by a nationally recognized association or independent testing laboratory. Any such tightness tests shall be capable of detecting any release from pressurized piping systems which equals or exceeds a rate of 0.1 gallons per hour when the piping pressure is at 150 percent of normal operating pressure. Testing for pressurized piping shall be conducted at least once per year and testing for suction and gravity flow piping shall be conducted at least once every three years.

2.2 Line leak detector testing, as required by the TCEQ, and promulgated in the TAC Sec. 334.50 (b) (2) (A) (i) (III). Line leak detectors shall be tested at least once per year for performance and operational reliability and shall be properly calibrated and maintained in accordance with the manufacturer's specifications and procedures.

2.3 Tank tightness test shall be conducted in accordance with a code or standard of practice developed by a nationally recognized association or independent testing laboratory. The tightness test shall be capable of detecting a release which equals of exceeds a rate of 0.1 gallons per hour from any portion of the tank which contains regulated substances. The tank tightness test shall be performed in a manner that will account for the effects of vapor pockets, thermal expansion or contraction of the stored substance, temperature of the stored substance, temperature stratification, evaporation or condensation, groundwater elevation, pressure variations within the system, tank end deflection, tank deformation, and any other factor that could affect the accuracy of the test procedures. All tanks must be tested at least once in a five year contract period.

2.4 Piping and tank tightness testing shall be performed by qualified personnel who possess the requisite experience, training, and competence to conducts the test properly, who are present at the facility and who maintain responsible oversight throughout the entire testing procedure, and who have been certified by the manufacturer or developer of the testing equipment as being qualified to perform the test. The tightness test shall be conducted in strict accordance with the testing procedures developed by the system manufacturer or developer.

3.0 STAGE I VAPOR RECOVERY ANNUAL TESTING

Stage I vapor recovery annual testing consists of one or more of the following test methods, as required by the Bureau of Air Quality control for the City of Houston Health and Human Services Department and promulgated in 30 Texas Administrative Code (TAC) Sec. 115.225.

3.1 Test Methods 1-4 (40 Code of Federal Regulations (CFR) 60, Appendix A) for determining flow rate as necessary,

3.2 Test Method 18 (40 CFR 60, Appendix A) for determining gaseous organic compound emissions by gas chromatography,

3.3 Test Method 25 (40 CFR 60, Appendix A) for determining total gaseous nonmethane organic emissions as carbon,

3.4 Test Method 25A or 25B (40 CFR 60, Appendix A) for determining total gaseous organic concentrations using flame ionization or in dispersive infrared analysis, or

3.5 Test Method 21 (40 CFR 60, Appendix A) for determining volatile organic compound leaks.

4.0 STAGE II VAPOR RECOVERY TESTING AND CERTIFICATIONS

Stage II vapor recovery testing and certifications, as required by the Bureau of Air Quality Control for the City of Houston's Health and Human Services Department and promulgated in 30 TAC Sec. 115.245. Applicable performance standards published in the TCEQ "Stage II Test Procedure Handbook," and consisting of the following:

4.1 System performance testing, required within 30 days of installation and every three years thereafter, which shall consist of the following test methods:

4.1.1 Vapor Space Manifold (TXP-101 or equivalent)

4.1.2 Pressure Decay (TXP-102 or equivalent)

4.1.3 Dynamic Backpressure (TXP-103 or equivalent)

4.1.4 Flow Rate Determination (TXP-104 or equivalent)

4.1.5 V/L Ratio (TXP-106 or equivalent)

4.2 Annual verification testing, which shall consist of the following test methods:

4.2.1 Pressure Decay (TXP-102 or equivalent)

4.2.2 Flow Rate Determination (TXP-104 or equivalent)

4.2.3 V/L Ratio (TXP-106 or equivalent)

5.0 CORROSION PROTECTION SYSTEM TESTING

Corrosion protection system testing as required by the TCEQ, promulgated in the 30 TAC Sec. 334.49, consisting of the following:

5.1 Cathodically protected components shall be inspected and tested to determine operability and adequacy of protection every three years by a qualified corrosion specialist or corrosion technician in accordance with a code or standard of practice developed by a nationally recognized corrosion association or independent testing laboratory.

5.2 Electrically isolated components shall be inspected and tested every three years by a qualified corrosion specialist by taking structure to soil voltage readings in accordance with procedures established by a code or standard of practice developed by a nationally recognized association or independent testing laboratory. Components which have inadequate electric isolation from the surrounding soil, backfill, groundwater, or other metal components shall be thoroughly inspected by a qualified corrosion specialist to ascertain the extent of electrical isolation and corrosion protection. If the qualified corrosion specialist determines that the component is no longer adequately protected from corrosion, appropriate repairs or modifications shall be made to restore the electrical isolation, or a cathodic protection system, consistent with the TCEQ requirements, shall be field-installed.

6.0 FUEL DISPENSER TESTING

Fuel dispenser calibration shall be conducted according to the most recent standards of the American Petroleum Institute, local standards, or the standard set by the State of Texas, whichever standard is most stringent.

7.0 VAPOR MONITORING

Equipment and procedures designed to test or monitor for the presence of vapors from the regulated substance (or from a related tracer substance) in the soil gas of the backfilled excavation zone may be used, subject to the limitations and requirements 30 TAC Sec. 334.50.

All monitoring wells and observation wells shall be designed and installed in accordance with the requirements of 30 TAC Sec. 334.46(g) of this title.

8.0 GROUNDWATER MONITORING

8.1 Equipment or procedures designed to test or monitor for the presence of regulated substances floating on, or dissolved in, the groundwater in the excavation zone may be used, subject to the following limitations and requirements.

8.2 All monitoring wells and observation wells shall be designed in accordance with the requirements of 30 TAC Sec. 334.46(g).

Referenced: Texas Commission on Environmental Quality

9.0 STATISTICAL INVENTORY RECONCILIATION

9.1 The Contractor shall perform Statistical Inventory Reconciliation (SIR) for underground storage tanks. The Department representative shall provide daily stick readings, pump readings, and book information to the Contractor. The reading data will be recorded on the contractor supplied data forms and sent via mail or fax by the 5th day of each month.

9.2 The Contractor shall supply the necessary forms for reporting the data and will generate a report which will comply with 30 TAC Sec. 334.50. The contractor shall deliver the final report to the Departmental Representative within 5 business days of receipt of the data from the department.

10.0 MAINTENANCE

10.1 Any maintenance performed by the Contractor under this Contract shall be maintenance that is incidental only to the Contractor's successful performance of a required test. Payment to the Contractor for any such visit incidental maintenance shall not exceed $250.00 per site visit. Recurring maintenance that is not required to ensure successful completion of a required test shall be performed only by the City's preventive maintenance contractor.

11.0 TESTING SCHEDULE

11.1 The Contractor will be required to provide 30-day notification to each site of required tests needed to be performed to ensure the facility is in compliance with all State and Federal regulations. Notifications will be sent directly to the Fuel Management Section of the Fleet Management Department. City of Houston personnel will be responsible for contacting the Contractor to schedule inspections based 30-day notifications. See Exhibit "B2". If a regulatory agency notification is required, in advance of a scheduled test, the contractor must provide the appropriate notification. A copy of the agency notification must also be provided to the Fuel Management Section of the Fleet Management Department.

12.0 AIRPORT SECURITY

12.1 Contractor shall comply with all HAS, TSA, FAA and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to Contractor's operations. Within 10 days of notification in writing, Contractor shall reimburse the City for any fine or penalty assessed against the city because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

12.2 Badging:

12.2.1 George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU) & Ellington Field Airport (EFD):

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

12.2.1.2 All on-site personnel of Contractor, including sub-contractor's, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.

12.2.1.3 Contractor shall obtain HAS security badges for its personnel performing services on-sites, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The Contractor will be responsible for paying for the identification badges at the then current rate. The cost will include a fingerprint based criminal history records check. Contactor is also responsible for the cost of replacements.

12.2.2 Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

13.0 SAFETY

13.1 The Contractor shall submit the Hazard Communications Program/Contract Compliance Form and all associated documentation to the Various Departments representatives at the Pre-Performance meeting.

14.0 TRAINING

14.1 The Contractor shall provide Stage I/II operation, maintenance, inspection, and record-keeping training of City employees, at the request of the Department. The trainer must be certified by the TCEQ to perform Stage I/II training, and the training course must meet the requirements and be approved by the TCEQ. The Contractor is responsible for providing the appropriate TCEQ notifications in advance of any scheduled training course, as required by 30 TAC 115.248.

14.2 The Contractor shall also provide Underground and Aboveground Storage Tank training for Class A, B and C certification of City employees at the request of the Department. The trainer must be certified by the TCEQ to perform the applicable training and the training course must meet the requirements and be approved by the TCEQ. The Contractor is responsible for providing the appropriate TCEQ notifications in advance of any scheduled training course.

15.0 REPORTING/NOTIFICATIONS

15.1 The Contractor shall provide verbal and written (including facsimile or e-mail) notification of inspection/testing observations that deviate or potentially deviate from the regulatory requirements. These notifications must be submitted within 5 days from the date of the observation.

15.2 The Contractor must submit three copies of all required reports or notifications to Department for submittal to the appropriate regulatory agency. These reports must be received no later than five (5) days before the submittal is due to the regulatory agency.

15.3 The Contractor shall provide an annual compendium of records for work performed, including but not limited to maintenance, test results, and training conducted. This report must be submitted no later than 30 days following the end of the calendar year.

15.4 In addition to the requirements outlined in Section 11.0 Testing/Schedule (above), the contractor shall provide an annual calendar of all required inspections and testing. The calendar shall include the identity of each piece of equipment subject to an inspection/testing requirement, the type of inspection/test required, and the due date of the inspection/test. Each year, the calendar shall be submitted to the department no later than January 15.

16.0 WARRANTY OF SERVICES

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

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

16.2 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-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

16.3 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.

16.4 Re-perform - means to conduct a test again after it has been determined that the original test resulted in either a false "pass" or "fail" result due to an error on the part of the contractor or a problem with the contractor's equipment.

16.5 Re-test - means to conduct a test again after the tank, line or vapor recovery system has been repaired after receiving a test result of "failed".

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

17.0 ADDITIONS & DELETIONS

17.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, 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 contract 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.

18.0 ESTIMATED QUANTITIES NOT GUARANTEED

18.1 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 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.

19.0 SITE VISIT

19.1 When deemed necessary an inspection may be made by the Public Works & Engineering Department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

20.0 POST AWARD MEETING

20.1 Once the contract has been approved by City Council, a meeting will be scheduled with the successful Vendor and department end-users. This meeting will include procurement, department contacts, vendor invoicing, vendor payment, and all other matters related to contract administration.

21.0 CONTRACT COMPLIANCE

21.1 The City of Houston reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable level of service are provided.

21.2 *Monitoring may take the form of, but not necessarily limited to:*

21.2.1 Site visits

21.2.2 Review of deliveries received for accuracy and timeliness

21.2.3 Review of contractor's invoices for accuracy

21.3 The responsibility for monitoring compliance rests with the department Contract Compliance Section.

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS **BID #** _____

ORDINANCE # _____

COUNTY OF HARRIS **CONTRACT #** _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **FUEL SYSTEMS TANK TESTING SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a Texas Home-Rule City 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	**Contractor**
City Purchasing Agent for Director	_____
of the Fuel Management Department	_____
City of Houston	_____
P.O. Box 1562	Phone: _____
Houston, Texas 77251	Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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* 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", B1, & B2."

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 polices 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 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 M/WBEs. 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 M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE 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 workforce.

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 Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

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 upon 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 $25,000. A Change Order of more than $25,000 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 Director of the Fleet Management Department or the City Purchasing Agent for the City, or the person he or she designates.

“Department means the Fleet Management Department of the City of Houston and includes its successors and assigns.

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.

“Re-perform” means to conduct a test again after it has been determined that the original test resulted in either a false “pass” or “fail” result due to an error on the part of the contractor or a problem with the contractor’s equipment.

“Re-test” means to conduct a test again after the tank, line or vapor recovery system has been repaired after receiving a test result of “failed”.

EXHIBIT B
SCOPE OF SERVICES
(to be inserted at a later date)

Exhibit "B1"
CITY OF HOUSTON
FUEL SITES

Dept	Location	Address	UST/AST	No. of Tanks
Fire	FD0004	6530 WEST LITTLE YORK	UST	2
Fire	FD0005	2020 HOLLISTER	UST	2
Fire	FD0008	1919 LOUSIANA	UST	2
Fire	FD0013	2215 WEST 43RD	UST	2
Fire	FD0015	5306 N MAIN ST	UST	2
Fire	FD0018	619 TELEPHONE RD	UST	2
Fire	FD0019	1811 GREGG	UST	2
Fire	FD0024	Reed Rd.	UST	2
Fire	FD0028	3100 CHIMNEY ROCK	UST	2
Fire	FD0033	7117 FANNIN	UST	2
Fire	FD0034	3100 LAURA KOPPE	UST	2
Fire	FD0036	7720 AIRPORT BLVD (HOU)	UST	2
Fire	FD0044	675 MAXEY RD	UST	2
Fire	FD0054	19006 ALDINE WESTFIELD (IAH)	UST	2
Fire	FD0064	3000 GREENS RD	UST	2
Fire	FD0070	11410 BEAMER	UST	2
Fire	FD0080	16111 CHIMNEY ROCK	UST	2
Fire	FD0082	1125 BRAESRIDGE	UST	2
Fire	FD0083	3350 BREEZEWOOD	UST	2
Fire	FD0086	14300 BRIAR FOREST DR.	UST	2
Fire	FD0094	235 EL DORADO BLVD.	UST	2
Fire	FD0099	18580 CHANUTE (IAH)	UST	2
Fire	FD1000	1205 DART	UST	4
HAS	AV0031	4500 WILL CLAYTON PKWY	UST	4
HAS	AV0033	9016 RANDOLPH	UST	2
HAS	AV0038	6011 FARLEY	UST	2
Parks	PR0008	6200 WHEELER ST	UST	2
Parks	PR0901	6520 ALMEDA	UST	2
Parks	PR0903	11600 WALLISVILLE RD	UST	2
Parks	PR0904	18203 GROESCHKE	UST	2
Parks	PR0905	6600 HARBOR TOWN	UST	2
Parks	PR0906	8201 JOHN RALSTON	AST	2
Parks	PR0908	6501 MEMORIAL	AST	2
Parks	PR0909	9500 MLK	AST	1
Parks	PR0911	8910 BISSONNET	AST	2
Parks	PR0913	6001 MEMORIAL LOOP	AST	2
Parks	PR0915	4719 N SHEPHERD	UST	2
Parks	PR0916	8400 MYKAWA RD.	AST	2
Parks	PR0917	7000 CAPITAL	AST	2
Parks	PR0918	12025 Sowden	AST	2
Police	PD0001	22619 W SHOREWOOD DR	UST	1

CITY OF HOUSTON
FUEL SITES

Dept	Location	Address	UST/AST	No. of Tanks
Police	PD0101	6000 TEAGUE	UST	1
Police	PD0103	9455 W MONTGOMERY	UST	4
Police	PD0202	17000 ALDINE WESTFIELD	UST	2
Police	PD0205	8301 LEY RD	UST	2
Police	PD0303	8300 MYKAWA	UST	2
Police	PD0304	7500 AVENUE E (7525 SHERMAN)	UST	1
Police	PD0306	2855 BAY AREA BLVD	UST	1
Police	PD0402	4503 BEECHNUT	UST	1
Police	PD0403	3203 S DAIRY ASHFORD	UST	3
Police	PD0405	61 RIESNER	UST	4
PWE	PE0011	8002 AIRLINE DR	UST	2
PWE	PE0021	802 E BURRESS	UST	3
PWE	PE0035	2700 DALTON	UST	4
PWE	PE0051	100 JAPHET	UST	3
PWE	PE0061	7101 RENWICK	UST	4
PWE	PE0074	5900 TEAGUE	UST	6
PWE	PE0901	2200 PATTERSON	UST	2
PWE	PE0902	1700 E CROSSTIMBERS	UST	1
PWE	PE0903	22615 W SHOREWOOD DR	AST	2
PWE	PE0905	5500 MCCARTY	UST	2
PWE	PE0906	7440 CULLEN	UST	3
PWE	PE0908	2525 SGT M GARCIA	Both	2
PWE	PE0909	2300 FEDERAL RD	AST	2
PWE	PE0910	8430 NEWCASTLE	UST	2
PWE	PE0914	3100 GENOA RED BLUFF	AST	2
SWD	SWJD1	1245 JUDIWAY	UST	3
SWD	SWK1	5425 EASTEX (5617 NECHES)	UST	4
SWD	SWL2	1502 CENTRAL ST	UST	3
SWD	SWSW1	11500 SOUTH POST OAK RD	UST	3

CITY OF HOUSTON
GENERATOR SITES

DEPARTMENT	STREET ADDRESS	Tank Type
Aviation-IAH	19006F ALDINE WESTFIELD - North Vault	AST
Aviation-IAH	3804 WILL CLAYTON RD - South Vault	UST
Aviation-IAH	2700 N TERMINAL RD - Terminal D	UST
Aviation-IAH	JFK - Lift Station 6	AST
Aviation-IAH	19581 LEE RD - US Customs	AST
Aviation-HOU	7500 AIRPORT BLVD - North Vault	UST
Aviation-HOU	8700 PAUL B KOONCE - South Vault	AST
Aviation-HOU	7800 AIRPORT BLVD - Terminal	UST
Aviation-HOU	7800 C AIRPORT BLVD. - Central Vault	AST
Aviation-HOU	7770 AIRPORT BLVD. - Facility H	AST
Aviation-EFD	BLDG 693 - Control Tower	AST
Aviation-EFD	BLDG 788 - 11301 Brantly	AST
Aviation-EFD	END OF 17R - South Generator	AST
Aviation-EFD	6011 FARLEY RD - North Generator	AST
General Services	901 BAGBY (City Hall)	AST
General Services	5320 N SHEPHERD (HEC)	AST
General Services	5320 N SHEPHERD (HEC)	AST
Conv Center - GRB	1001 AVENIDA DELAS AMERICAS	
	Original Building #1	AST
	Original Building #2	AST
	North Expansion #3	AST
	South Expansion #4	AST
Conv Center - Wortham	510 PRESTON	AST
Conv Center - Jones Hall	615 Louisiana	AST
Fire	3735 W ALABAMA	AST
Fire	2020 HOLLISTER STREET	AST
Fire	1919 LOUISIANA	AST
Fire	702 HOGAN	AST
Fire	2215 WEST 43RD	AST
Fire	10515 MAIN ST	AST
Fire	7825 HARRISBURG	AST
Fire	8005 LAWNDALE	AST
Fire	2625 REED RD	AST
Fire	3000 CHIMNEY ROCK RD	AST
Fire	6702 IRVINGTION BLVD	AST
Fire	8614 Tidwell Road	AST
Fire	5535 VAN FLEET	AST
Fire	7026 Stella Link	AST

CITY OF HOUSTON
GENERATOR SITES

DEPARTMENT	STREET ADDRESS	Tank Type
Fire	1120 SILBER	AST
Fire	8675 CLINTON	AST
Fire	675 MAXEY RD	AST
Fire	3902 CORDER ST.	AST
Fire	2615 TIDEWATER	AST
Fire	1212 GESSNER	AST
Fire	11349 VICKSBURG	AST
Fire	10413 FULTON ST	AST
Fire	2925 JEANETTA STREET	AST
Fire	9726 MONROE RD	AST
Fire	3000 GREENS ROAD	AST
Fire	5800 TEAGUE	AST
Fire	8602 BISSONNET ST	AST
Fire	11410 BEAMER RD	AST
Fire	1995 S DAIRY ASHFORD ST	AST
Fire	10155 KEMPWOOD	AST
Fire	14300 BRIAR FOREST DR.	AST
Fire	16553 PARK ROW	AST
Fire	235 EL DORADO BLVD.	AST
Fire	1863 KINGWOOD DRIVE	AST
Fire	4102 W LAKE HOUSTON DRIVE	AST
Fire	2907 HIGHVALEY DR	AST
Fire	910 FOREST COVE DRIVE	AST
Fire	14014 W LAKE HOUSTON PKWY	AST
Health	8000 N STADIUM DR	AST
Health	8000 N STADIUM DR	AST
Health	1115 S BRAESWOOD	UST
Health	2700 EVELLA	AST
Municipal Courts	1400 LUBBOCK	AST
Parks	12025 SOWDEN RD	AST
Parks	6200 WHEELER	AST
Parks	6200 WHEELER (fuel island)	AST
Police	1700 ALDINE WESTFIELD	AST
Police	1700 ALDINE WESTFIELD	AST
Police	8301 LEY ROAD	AST
Police	7500 AVENUE E (7525 Sherman)	AST
Police	2855 BAY AREA BLVD	AST
Police	33 ARTESIAN	UST
Police	61 RIESNER	AST
Police	61 RIESNER	AST
Police	62 RIESNER	AST
Police	62 RIESNER	AST

CITY OF HOUSTON
GENERATOR SITES

DEPARTMENT	STREET ADDRESS	Tank Type
Police	9455 W MONTGOMERY	UST
Police	8300 MYKAWA	UST
Police	3203 S DAIRY ASHFORD	AST
Police	3203 S DAIRY ASHFORD-5 100 gal gen	AST
Police	2202 Saint Emmanuel (McNair)	AST
Police	1200 TRAVIS - Polk St Entrance	AST
Police	1200 TRAVIS - Garage Roof	AST
Police-Mounted Patrol	5005 LITTLE YORK	AST
Police-Midwest Div	7277 Regency Square Blvd	AST
PWE	718 EAST BURRESS	AST
PWE	2700 DALTON	AST
PWE	7101 RENWICK	AST
PWE	5900 TEAGUE	AST
PWE	1700 E CROSSTIMBERS	AST
PWE	5500 MCCARTY	AST
PWE	611 WALKER 1250 kw - roof on Annex	
PWE	611 WALKER 300 kw - P5	
PWE	611 WALKER 500 kw - roof of Annex	
PWE	LEVEL P-6 Underground Storage Tank	UST
PWE	100 JAPHET	AST
PWE-Drinking Water	12555 CLINTON DR	AST
PWE-Drinking Water	2300 FEDERAL RD	AST
PWE-Drinking Water	2300 FEDERAL RD	AST
PWE-IT	2300 FEDERAL RD - IT SCADA Gen	AST
PWE-Drinking Water	12121 N SAM HOUSTON PARKWAY E	AST
PWE-Drinking Water	12121 N SAM HOUSTON PARKWAY E	AST
PWE-Drinking Water	12121 N SAM HOUSTON PARKWAY E	AST
PWE-Drinking Water	1810 DOLLYWRIGHT #1	AST
PWE-Drinking Water	1810 DOLLYWRIGHT #2	AST
PWE-Drinking Water	16938 TOMBALL PKWY	AST
PWE-Drinking Water	16938 TOMBALL PKWY	AST
PWE-Drinking Water	16938 TOMBALL PKWY	AST
PWE-Drinking Water	6310 SO LAKE HOUSTON	AST
PWE-Drinking Water	1255 GEARS RD	AST
PWE-Drinking Water	7018 NORTH BELT EAST(E Sam Houston Pkwy)	AST
PWE-Drinking Water	116 ALLIANT DR	AST
PWE-Drinking Water	13135 MISTY WILLOW	AST
PWE-Drinking Water	2110 ESTHER	AST
PWE-Drinking Water	2300 ELLINGTON ST	AST
PWE-Drinking Water	3102 MCKAUGHAN	AST
PWE-Drinking Water	24120 E LAKE HOUSTON	AST

CITY OF HOUSTON
GENERATOR SITES

DEPARTMENT	STREET ADDRESS	Tank Type
PWE-Drinking Water	306 BLUE TAIL	AST
PWE-Drinking Water	26906 PLANTATION HILLS	AST
PWE-Drinking Water	19000 MOONSHINE HILLS LOOP	AST
PWE-Drinking Water	3422 WHITE DEER LN	AST
PWE-Drinking Water	13685 BRETON RIDGE	AST
PWE-Drinking Water	14322 GRISBY RD	AST
PWE-Drinking Water	4501 LANGLEY	AST
PWE-Drinking Water	7207 FAIRVIEW	AST
PWE-Drinking Water	11500 OLD KATY RD	UST
PWE-Drinking Water	1300 LANGHAM CREEK	AST
PWE-Drinking Water	14315 PARK ROW BLVD	AST
PWE-Drinking Water	14925 S RICHMOND AVE	AST
PWE-Drinking Water	9400 KEMPWOOD	AST
PWE-Drinking Water	13210 SPENCER RD - standby	AST
PWE-Drinking Water	11905 SPENCER RD - standby	AST
PWE-Drinking Water	12835 CLAY RD - standby	AST
PWE-Drinking Water	2635 WEST HOLLOW DR	AST
PWE-Drinking Water	15306 WESTHEIMER	AST
PWE-Drinking Water	9420 EMNORA - Standby	AST
PWE-Drinking Water	9531 KEMPWOOD - standby	AST
PWE-Drinking Water	1456 BRITTMORE	AST
PWE-Drinking Water	1100 1/2 ELDRIDGE RD	AST
PWE-Drinking Water	12930 ASHFORD POINT DR	AST
PWE-Drinking Water	12423 BELLAIRE BLVD	AST
PWE-Drinking Water	10518 BEECHNUT	AST
PWE-Drinking Water	13825 BLUE RIDGE	AST
PWE-Drinking Water	12885 CARVEL LN	AST
PWE-Drinking Water	5230 CASTLE CREEK	AST
PWE-Drinking Water	5230 CASTLE CREEK	AST
PWE-Drinking Water	13840 CROQUET	AST
PWE-Drinking Water	13840 1/2 CROQUET	AST
PWE-Drinking Water	11818 CORONA LN - # 3	AST
PWE-Drinking Water	9007 DAIRY VIEW LN	AST
PWE-Drinking Water	8222 S. DAIRY ASHFORD	AST
PWE-Drinking Water	1610 HAYES	AST
PWE-Drinking Water	11607 HAROLD SQUARE	AST
PWE-Drinking Water	12445 HODGES	AST
PWE-Drinking Water	14996 MCCONN	AST
PWE-Drinking Water	15908 RIDGEROE	AST
PWE-Drinking Water	901 SAWYER	AST
PWE-Drinking Water	13301 SAND BRIDGE	AST
PWE-Drinking Water	10923 STANCLIFF	AST

CITY OF HOUSTON
GENERATOR SITES

DEPARTMENT	**STREET ADDRESS**	**Tank Type**
PWE-Drinking Water	10923 STANCLIFF-Waiting on Startup	AST
PWE-Drinking Water	10003 S KIRKWOOD	AST
PWE-Drinking Water	10097 SOUTHWEST FWY	AST
PWE-Drinking Water	4410 WESTPARK - standby	AST
PWE-Drinking Water	4410 WESTPARK - standby	AST
PWE-Drinking Water	5730 WESTPARK DR	AST
PWE-Drinking Water	6002 WESTPARK DR	AST
PWE-Drinking Water	8619 BELLAIRE BLVD	AST
PWE-Drinking Water	3835 W OREM (more that 1 tank 60 gal each)	AST
PWE-Drinking Water	7501 LANGLEY	AST
PWE-Drinking Water	900 TRISTAR	AST
PWE-Drinking Water	10903 ELLA BLVD	AST
PWE-Drinking Water	7203 WEST GREENS BLVD	AST
PWE-Drinking Water	9007 DAIRY VIEW LN	AST
PWE-Drinking Water	1610 HAYES RD	AST
PWE-Drinking Water	10518 BEECHNUT	AST
PWE-Drinking Water	12540 HWY 75	AST
PWE-Drinking Water	1500 WOODLAND HILLS	AST
PWE-Drinking Water	7000 ARDMORE	AST
PWE-Drinking Water	13402 BELLAIRE BLVD.	AST
PWE	5711 NECHES	AST
PWE-Drinking Water	10150 TIDWELL	AST
PWE	4200 LEELAND	UST
PWE	5500 SORTERS-MCCLELLAN - Operated by contractor	AST
PWE	15700 OLD GALVESTON RD.	AST
PWE-Drinking Water	4950 AEROPARK DR	AST
PWE-Drinking Water	6431 TURTLEWOOD/SO LAKE HOUSTON	AST
PWE	2100 ESTER	AST
PWE-Drinking Water	2100 ESTER	AST
Solid Waste	1245 JUDIWAY	AST
Solid Waste	1506 CENTRAL	AST
Solid Waste	11500 SOUTH POST OAK	AST
Solid Waste	5617 NECHES	AST
Solid Waste	5614 NECHES	AST

Exhibit "B2"

CITY OF HOUSTON

Sample Compliance Test Schedule

Location Name	Address	Key Map	Last Full Compliance	Next Line/Stage II
Aviation				
IAH Airport Service Complex	4500 WILL CLAYTON PKWY	374C	05/02/08	05/03/11
Hobby Airport	9016 RANDOLPH	575G	05/17/10	05/16/11
Ellington Airport	6011 FARLEY	577Q	05/17/10	05/17/11
Fire Department				
Fire Station 4	6530 WEST LITTLE YORK	411S	N/A	N/A
Fire Station 5	2020 HOLLISTER	450V	N/A	N/A
Fire Station 8	1919 LOUISIANA ST	492Q	03/31/09	03/18/12
Fire Station 13	2215 WEST 43RD	451M	07/28/10	07/28/11
Fire Station 15	5306 N MAIN ST	453S	N/A	N/A
Fire Station 18	619 TELEPHONE RD	494T	07/30/10	07/30/11
Fire Station 19	1811 GREGG	494E	N/A	N/A
Fire Station 24	2625 REED RD	573A	08/14/09	08/14/11
Fire Station 28	3100 CHIMNEY ROCK	491X	N/A	N/A
Fire Station 33	7117 FANNIN	532M	04/24/10	04/25/11
Fire Station 34	3100 LAURA KOPPE	454E	N/A	N/A
Fire Station 36	7720 AIRPORT BLVD	575B	N/A	N/A
Fire Station 44	675 MAXEY RD	496G	N/A	N/A
Fire Station 54 (Aviation)	19006 ALDINE WESTFIELD	333Y	04/21/10	04/06/12
Fire Station 64	3000 GREENS RD	374N	N/A	N/A
Fire Station 70	11410 BEAMER	576X	N/A	N/A
Fire Station 80	16111 CHIMNEY ROCK	611F	N/A	N/A
Fire Station 82	1125 BRAESRIDGE	530Y	10/20/09	10/25/11
Fire Station 83	3350 BREEZEWOOD	489X	04/20/10	04/20/11
Fire Station 86	14300 BRIAR FOREST DR	488J	04/26/10	04/08/12
Fire Station 94	235 EL DORADO BLVD.	617R	01/10/11	01/25/12
Fire Station 99 (Aviation)	18580 CHANUTE	373H	02/03/09	02/11/12
Fire Maintenance	1205 DART	493G	06/10/08	06/10/11
Parks Department				
Gragg Park Complex	6200 WHEELER ST	534G	06/23/09	08/11/11
Herman Park	6520 ALMEDA	533E	N/A	N/A
Herman Brown Maintenance Facility	11600 WALLISVILLE RD	456X	07/12/10	07/12/11
Cullen Community Park	18203 GROESCHKE	447P	N/A	N/A
Sharpstown Golf Course	6600 HARBOR TOWN	530F	N/A	N/A

Location Name	Address	Key Map	Last Full Compliance	Next Line/Stage II
Brock Golf Course	8201 JOHN RALSTON	456F	N/A	N/A
Memorial Park	6501 MEMORIAL	492K	N/A	N/A
Sims Bayou Maintenance Barn	9500 MLK	574E	N/A	N/A
Southwest Maintenance Facility	8910 BISSONNET	530T	N/A	N/A
Memorial Golf Course	6001 MEMORIAL LOOP	492E	N/A	N/A
North Shepherd	4719 N SHEPHERD	452M	08/27/10	08/27/11
FM Law Park	8400 MYKAWA RD.	574C	N/A	N/A
Wortham Golf Course	7000 CAPITOL	494Z	N/A	N/A
Urban Forestry	12025 SOWDEN RD	451J	N/A	N/A
Police Department				
Lake Patrol	22619 W SHOREWOOD DR	338V	N/A	N/A
Northeast Substation	6000 TEAGUE	410W	01/07/10	01/26/12
North Police Station	9455 W MONTGOMERY	412N	01/03/08	01/14/12
Police Academy	17000 ALDINE WESTFIELD	373H	01/02/08	01/03/12
Northeast Substation	8301 LEY RD	455L	01/11/10	01/11/12
South Police Station	8300 MYKAWA	574C	01/08/09	01/14/12
Magnolia Park Substation	7500 AVENUE E (7525 Sherman)	495W	05/01/08	01/12/12
Clear Lake Police Station	2855 BAY AREA BLVD	618G	01/24/10	01/24/12
Beechnut Substation	4503 BEECHNUT	531R	01/08/10	01/08/12
West Side Command Station	3203 S DAIRY ASHFORD	488Z	01/19/11	01/19/12
Central Police Station	61 RIESNER	493L	09/10/10	09/05/11
Public Works Department				
Street Maintenance, Airline	8002 AIRLINE DR	413N	06/18/10	06/20/11
Water Maintenance, Burress	802 E BURRESS	453E	02/07/11	02/02/12
Truck Fueling & Weighing Facility	2700 DALTON	535K	08/12/08	08/28/11
Fleet Maintenance, Gillette West	801 GILLETTE	493K	02/01/08	02/11/11
Wastewater, Japhet	100 JAPHET	494L	03/18/10	03/01/12
Southwest Quadrant	7101 RENWICK	531F	01/30/08	01/20/12
Water Maintenance, Teague	5900 TEAGUE	410W	07/07/08	07/07/11
Traffic Management & Maintenance	2200 PATTERSON	492D	05/11/10	05/19/11
Street Maintenance, Crosstimbers	1700 E CROSSTIMBERS	453M	01/18/08	01/18/11
Street Maintenance, Shorewood	22615 W SHOREWOOD DR	338V	03/11/10	03/10/12
Northeast Maintenance Facility	5500 MCCARTY	455V	05/18/09	05/15/11
Water Maintenance, Cullen	7440 CULLEN	533V	05/08/09	05/13/11

Location Name	Address	Key Map	Last Full Compliance	Next Line/Stage II
Wastewater Treatment Plt, Sgt Garcia	2525 SGT M GARCIA	494R	N/A	N/A
East Purification Plant	2300 FEDERAL RD	496X	4/15/2011	N/A
Street Maintenance, Newcastle	8430 NEWCASTLE	531R	01/0/2008	01/20/12
Street Maintenance, Evergreen	747 EVERGREEN	535A	04/03/08	04/03/11
Water Plant	3100 GENOA RED BLUFF	578J	05/14/08	05/14/09
Solid Waste Department				
Northwest Service Center	1245 JUDIWAY	452P	10/30/09	10/26/11
Northeast Service Center (Kelley)	5425 EASTEX (5617 Neches)	454S	01/22/10	02/22/12
Southeast Service Center	1502 CENTRAL ST	535G	01/20/11	01/20/11
Southwest Service Center	11500 SOUTH POST OAK RD	571C	N/A	04/25/11
Note: N/A means the site is Stage II exempt and/or product lines are not required to be tested.				

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
[M/WBE 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)