

THE STATE OF TEXAS

BID # S23-L22570

COUNTY OF HARRIS

ORDINANCE # 2008-347
CONTRACT # 4600008649

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR PORTABLE TOILET LEASING SERVICES ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and HOWSE BROTHERS SANITATION SERVICES, INC. DBA UNITED SITE SERVICES ("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 Directors
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Howse Brothers Sanitation Services, Inc.
dba United Site Services
18110 Madden Rd.
Richmond, Texas 77469
Phone: 281-494-2920
Fax: 281-494-7825

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- B. SCOPE OF SERVICES
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- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

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):

Howse Brothers Sanitation Services, Inc.

WITNESS (if not a corporation):

dba United Site Services

By: _____

By: 

Name:

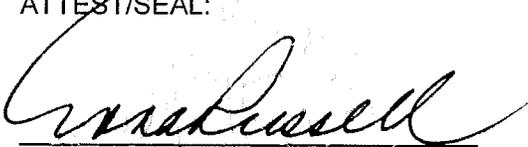
Name: MARK SAN FRATELLO

Title:

Title: VICE PRESIDENT & COO.

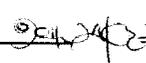
Federal Tax ID Number: 75-2593850

ATTEST/SEAL:


City Secretary

CITY OF HOUSTON, TEXAS

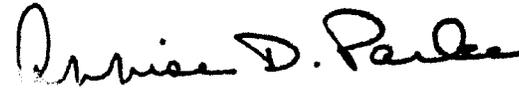
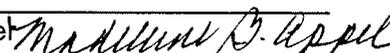
Signed by:

 
Mayor

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:


City Controller 

DATE COUNTERSIGNED:

4-29-08

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.

4-7-08
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 labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "BB".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

3.1 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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.

3.3 Defense of Claims

3.3.1 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.

3.3.2 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.

4.0 INSURANCE:

4.1 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 coverages in the following amounts:

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

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

4.1.3 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.

4.1.4 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)

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

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

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

5.0 WARRANTIES:

5.1 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.

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

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

5.2.2 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,

5.2.3 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

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

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

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

8.0 MWBE COMPLIANCE:

8.1 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 **15%** 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.

8.2 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.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

9.1 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.

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

9.2.1 a copy of its drug-free workplace policy,

9.2.2 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,

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

9.3 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.

9.4 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.

9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor

shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.
- 10.2 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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 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.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 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.
- 12.3 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 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. Exhibit "I".

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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 **\$78,963.68** 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 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 of the City Department elects not to renew this Agreement, the City Purchasing 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 required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

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 therefor.

EXHIBIT "A"
DEFINITIONS

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" means the Directors/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).

"Houston Airport System (HAS)" means the property and facilities of the City of Houston Department of Aviation which include, but are not limited to, George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Field (EFD), and the Houston Airport System Administration Buildings.

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

"Parks and Recreation Department (Parks)" means the property and facilities of the City of Houston of Parks and Recreation which include, but not limited to 56 Community Centers, 44 Swimming Pool Facilities and various Parklands.

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

"Portable Toilet Rental" – means, delivery of regular and ADA units to Various Departments noted herein, maintenance & service of the units during rental period, and pickup of units when requested by the Various Departments.

"Provide" means furnish and install, complete, and ready for intended use, as applicable in each instance, except as otherwise defined in greater action.

EXHIBIT "B"
SCOPE OF WORK
GENERAL SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

1.1 Services In General

1.1.1 Contractor shall provide portable toilet rental and services for Various Departments including the Aviation Department. Contractor shall provide all management, supervision, tools, equipment, vehicles, licenses, permits, and incidentals required for the performance of services as defined hereunder, i.e. "The Work" at George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Field (EFD) and Various Departments referenced herein.

1.1.2 All Work shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the Work. These standards will be achieved by continuous improvement through open communications with the Various Departments participating in this contract, regular management reviews and industry guidelines.

1.1.3 Contractor shall respond immediately to a request from the Director or Designee for emergency service to perform all steps reasonably necessary to protect persons and property from risk of harm. Contractor shall give first priority to requests for emergency service.

1.1.4 The Work provided by Contractor under the Agreement includes Basic Services and Other Work/Services.

1.2 Scope Of Basic Services

1.2.1 When requested by the Director or Designee, Contractor shall provide portable toilet rental at IAH, HOU, EFD and the Various Department noted herein to include, but not be limited to, the following:

- A. Contractor shall furnish portable toilets on a rental basis.
- B. Contractor shall clean and service portable toilets.

1.2.2 Contractor shall provide Other Basic Services including, but not limited to:

- General Contractor's Requirements
- Personnel Requirements
- Data, Records, and Reports
- Coordinate Performance
- Plans
- Phase-in/Phase-out Services
- Miscellaneous Other Requirements

1.3 Other Work/Services provided by Contractor under this Agreement include other related

required Work that is beyond the scope of Basic Services. Such Work will be performed on an as requested basis.

2.0 PORTABLE TOILET RENTAL (Basic Services)

- 2.1 Contractor shall provide Regular and ADA compliant portable toilets on-site when requested by the Director of the **Aviation, Parks & Recreation, Public Works & Engineering, Solid Waste Management, Convention & Entertainment, Police and General Services Department and the Mayor's Office** at the monthly rental cost, short term rental cost, and additional service cost, as indicated on the **Contract Fee Schedule**. (Exhibit H).
- 2.2 Contractor shall clean and service portable toilet units a minimum of three times per/week **or four, five, six or seven times where indicated** with the cleaning and service costs included in the portable toilet monthly rental cost. Additional services will be at cost, as indicated on the price sheet (Exhibit H).
- 2.3 Contractor shall replenish chemical and paper supplies at the time of servicing equipment at no additional cost to the City of Houston.
- 2.4 Contractor shall provide portable toilets manufactured of the highest quality material and workmanship offered in the industry and shall maintain and service the units. Contractor shall replace the portable toilets as necessary to ensure all units are in a serviceable and well-maintained condition and appearance acceptable to the Director or Designee. In addition, Contractor shall ensure that prior to delivery the units are:
 - Fully stocked with chemical and paper supplies.
 - Constructed to withstand severe weather conditions and transporting.
 - Freshly painted in a uniform color.
 - Clearly marked as property of Contractor.
 - Free from all defects.
 - Log Sheet (located inside all units) showing date and initial of service technician.
 - Log sheet signed and completed after every servicing.
 - Visible serial number or number for identification on unit(s) (No two numbers shall be the same).
- 2.5 Contractor shall anchor portable toilet units where necessary, at no charge to the City of Houston.
- 2.6 Contractor shall upright portable toilet units that may be overturned, at no charge to City of Houston. **Additionally, no portable toilet units shall be placed in parking lots and/or sidewalks, unless otherwise directed by the Department Director or Designee.**
- 2.7 Contractor is to provide the portable toilets scheduled for monthly rental within 36 hours of notification by the Department Director designee. When the toilet is no longer needed

the contractor will remove the portable toilet with 36 hours of notification by the Department Director designee.

- 2.8 Contractor is to provide the portable toilets scheduled for short term event rental (1 to 10 days) within 24 hours of notification by the Department Director or designee. When the toilet is no longer needed the contractor will remove the portable toilet within 24 hours of notification by the Department Director or designee. **Note: Any department may request short term event rentals of portable toilets, however the bulk of these short term rentals will be requested by the Mayor's Office, Convention & Entertainment, Aviation and Police Departments.**

2.8.1.1 When short term rentals (Special Events) are needed the Contract Administrator per Department will submit a written request via fasmile or email to the Contractor with a copy to the Departments desginees requesting portable restrooms(s) placement as follows:

2.8.1.2 Request(s) for units submitted between 8:00 a.m. to 12:00 a.m. must be placed the next business day as early as 8:00 a.m. if specified.

2.8.1.3 Request(s) for units submitted between 12:01 p.m. to 5:00 p.m. must be placed one business day later, as early as 8:00 a.m. if specified. Example: request(s) faxed or emailed on Monday at 2:00 p.m. units will be placed Wednesday at 8:00 a.m., if specified.

2.9 **Replacement of Damaged and/or Stolen Units:**

- 2.9.1 The Contractor shall be responsible for the total maintenance of each portable restroom unit and shall be responsible for any and all damage caused by normal wear and tear and natural disasters such as tropical storms, hurricanes, etc. The Contractor will remove damaged and/or unserviceable units from the site within two (2) days of discovery, or notification from the department. The City will reimburse the Contractor for units that have been stolen and/or vandalized beyond economical repair, provided that the required documentation is provided to the Director or Designee of the appropriate department and such Director or Designee approves payment. For purposes of this section "beyond economical repair" means that the cost of repairing the unit exceed 70% of the price of a new unit. For stolen units the Contractor shall submit to the Director or Designee of the appropriate department an invoice that includes the serial number and location of the unit, **a digital photograph and an invoice documenting the cost the Contractor paid for the unit or the cost to purchase a replacement unit.** For units that have been deemed to be damaged beyond economical repair due to vandalism, the Contractor shall submit to the Director or Designee of the appropriate department an invoice that includes the serial number and location of the unit, a police report, a repair and/or damage estimate, a photograph of the damaged unit and an invoice reflecting that the Contractor purchased a replacement unit for the damaged unit and indicating the date of purchase and the purchase price. The Contractor shall also maintain records of the serial number of the portable restrooms in its inventory and shall identify by serial number the unit for which the Contractor seeks reimbursement. The City shall reimburse the Contractor only for the actual cost of replacement units, not to exceed the maximum replacement cost shown in Fee Schedule. **The City's responsibility for units stolen and/or damaged beyond economical repair by vandalism will be limited to and aggregate of \$15,000.00 per contract year. The Contractor will be solely responsible for the replacement of any units in excess of an aggregate of \$15,000.00 per contract year.**

3.0 GENERAL SCHEDULING RESPONSIBILITIES (Basic Services)

3.1 Contractor shall ensure qualified personnel and necessary equipment are available to meet the solid waste disposal and equipment renting requirements as specified. Contractor shall communicate the scheduling of personnel and equipment to meet the requirements defined hereunder to the Various Department Directors or Designees.

3.2 Scheduling Delivery/Removal of Leased Equipment

3.2.1 Contractor shall deliver or remove equipment on an "as needed basis", usually between midnight and 6:00 a.m., or at any other time requested by the Director.

4.0 WORK VERIFICATION (Basic Services)

4.1 When Portable Toilets are serviced, Contractor shall submit a completed daily route sheet detailing units cleaned to each respective Airport Facilities Administration and other participating Departments. The Director will verify and approve Contractor's Work. Each invoice must list the work orders completed during the month.

5.0 GENERAL CONTRACTOR'S REQUIREMENTS (Basic Services)

5.1 Office

5.1.1 Contractor shall provide the address of its office located in Houston, Texas, along with a 24-hour telephone number and list of personnel that can be contacted 24-hours a day, seven (7) days per week during the term of Agreement.

5.2 Procedures

5.2.1 Contractor shall develop procedures/checklists to ensure personnel are familiar with the services to be accomplished at each location. These procedures must include the required equipment for each job, and safety procedures for all Work to be performed.

5.3 Transportation

5.3.1 Contractor shall provide all transportation necessary to perform under the Agreement. Contractor's vehicles shall be clearly marked with identification indicating Contractor's name. Such identification must be placed on both sides of each vehicle and may be removable, e.g., magnetic.

5.4 Two-way Communication

5.4.1 Contractor shall provide, at its expense, all two-way communication equipment necessary for the performance of the Work. Driver shall have the ability to communicate with each respective Airport Facilities Administration while performing the Work.

6.0 SILENCE OF THESE SPECIFICATIONS

6.1 The specifications set forth herein covers the minimum requirements for Non Hazardous Solid Waste Collection, Transportation and Disposal Services. The descriptions contained in these specifications shall be considered as instructive to the Contractor as to the type and quality of containers and compactor units desired. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the industry best practice standards shall prevail. All interpretations of these specifications shall be made based upon this statement.

7.0 PERSONNEL REQUIREMENTS (Basic Services)

7.1 Project Manager

7.1.1 Contractor shall designate in writing to the Director a Project Manager, subject to approval by the Director, prior to the start of the Agreement. The Project Manager shall have full authority to represent the Contractor in making decisions and in the execution of the Work to be performed under the Agreement. Contractor shall provide the Director with business and after-hours telephone numbers of the Project Manager. Contractor shall provide a toll-free telephone number if the Project Manager resides outside of the local Houston toll-free area codes.

7.1.2 The Project Manager shall be skilled and experienced in the solid waste disposal and equipment leasing services identified hereunder and shall serve as the main point of contact for the Contractor. The Project Manager shall be available to be on-site at all times needed during the performance of Work, and shall provide the level of supervision necessary to ensure full compliance with the Agreement. **Project Manager shall be the primary contact for portable toilets.**

7.2 Control of Employees

7.2.1 The selection, assignment, supervision, management, and control of the Contractor's employees in performance of the work will be the responsibility and prerogative of the Contractor; provided, however, that the Contractor shall comply with the general intent and specific policies set forth in the Agreement and in the regulations and directives issued by the Director concerning the conduct of employees that pertains to security, safety, traffic, fire, malfeasance, and personnel clearances, insofar as they apply to the Contractor's activities.

7.3 Qualifications

7.3.1 Only skilled and trained personnel shall be utilized for services performed under this Agreement.

7.4 Security and Badging

7.4.1 Contractor shall comply with all applicable Federal rules governing security at the airport(s), as may be amended from time to time.

7.4.1.1 All on-site personnel of Contractor, including sub-contractor's, who perform Work on the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the airport(s) Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for Contractor personnel.

7.4.1.2 Contractor shall obtain HAS security badges for its personnel performing Work on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on airport(s) property. 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. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then

current rate.

7.4.1.3 Contractor shall ensure a sufficient number of badged personnel are available at all times to perform the Work.

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

7.5 Uniforms

7.5.1 Contractor's personnel shall present a clean and neat appearance. Contractor's personnel shall wear a Contractor furnished identification badge and Contractor furnished uniforms with Contractor's name clearly displayed on the front of the shirt and seasonal outerwear.

7.6 Texas Driver's License

7.6.1 All Contractor employees transporting solid waste and related equipment under the agreement shall have a valid State of Texas driver's license appropriate for the type of vehicle/equipment operated.

8.0 DATA, RECORDS, AND REPORTS (Basic Services)

8.1 Contractor's record keeping system shall be subject to approval of the Director, and all records required hereunder may be inspected by the Director at any time. The intended format of all reports will be submitted by the Contractor for approval by the Director.

8.2 Upon expiration or termination of the Agreement, all records produced and maintained on file shall become the property of HAS.

8.3 All reports are due within fifteen (15) days following the end of the calendar month in which services were performed, unless otherwise agreed upon.

8.4 As part of the organization/planning task, Contractor shall maintain records of services provided under the Agreement to include, but not be limited to, the following:

8.5 Monthly Report

Contractor shall provide a Monthly Operation report. The report must provide essentially the following information in a format acceptable to the Director or Designee. The Monthly Operation & Maintenance Report must include, but is not limited to:

8.5.1 Portable Toilets Serviced

Contractor shall submit a summary report detailing the scheduled, route of service and completed service of the portable toilets.

Contractor shall submit a summary report detailing the scheduled and completed service of the portable toilets.

8.5.2 Quality Control Plan Summary

Contractor shall submit results of inspections to the Director and any recommendations from those results. Contractor shall submit a projected schedule for the following month's inspections.

Reference Quality Control Plan (QCP).

8.6 Annual Report

Contractor shall provide an Annual Operation and Maintenance report. The report must provide essentially the following information in a format acceptable to the Director. The Annual Operation Report must include, but is not limited to:

8.6.1 Summary of Monthly Portable Toilets Serviced

Contract shall submit a summary report detailing the scheduled service of the portable toilets.

8.6.2 Trend Analysis

Contractor shall monitor trends in scheduling and service, and note any service recommendations. Trends should focus on cost saving measures.

8.6.3 Overall Analysis

Contractor shall provide an overall analysis detailing the past year's work performance, any benchmarks that were reached, and where improvement can be made. Contractor shall provide recommendations/feedback on how to improve service to City of Houston.

9.0 MATERIAL SAFETY DATA SHEETS (MSDS)

9.1 The Director or Designee must approve all chemicals used in cleaning/disinfecting containers on the Airport property. The Contractor shall provide a complete MSDS for each chemical product used prior to its use.

10.0 COORDINATE PERFORMANCE (Basic Services)

10.1 Contractor shall Coordinate Performance as follows:

10.1.1 Various Department Contact

Contractor shall coordinate its performance with Parks, Houston Airport System, Solid Waste Management, Convention & Entertainment, Mayor's Office of Special Events, Public Works & Engineering, and Police employee(s) designated by the Director(s) and shall keep the designated employee(s) advised of developments relating to the performance of the Agreement.

10.1.2 Pre-performance Conference

Prior to commencing performance on the Agreement, Contractor shall attend a pre-performance conference with the Director. The Director will specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference shall include key personnel whom Contractor has assigned to the Agreement together with the Contractor's Project Manager who shall be authorized to bind Contractor in matters relating to the following pre-performance conference items. In the above-mentioned notice, the Director will have the right to further designate other representatives of Contractor who must attend the pre-performance conference and such

designated representatives shall attend. Items to be addressed at the pre-performance conference include the following:

- A. Phase-in and Start-up schedules
- B. Contract administration
- C. Facilities utilization
- D. Channels of communication
- E. Review of key personnel resumes and certifications
- F. Organization and function charts reflecting the line of management authority
- G. Procedures to be used to ensure Agreement requirements are met (Quality Control Program)

10.1.3 Coordination of Meetings

Throughout the term of the Agreement and any extensions thereto, Contractor shall meet with the Director, on a frequency determined by the Director, to identify/resolve performance issues etc. Notice of any such performance meeting may be given by the Director to Contractor either orally or in writing and will designate the time, date, location, Contractor's attendees, and general purpose. Contractor's designated attendees shall be present at any such performance meeting for its duration and shall prepare minutes. The meeting minutes must be transcribed by Contractor in typewritten form and must be submitted to the Director for approval within five (5) days of any such meeting. Once approved, the original will be retained by the Director and a copy thereof submitted to Contractor.

10.1.4 Schedule of Performance

Contractor shall commence performance of the Agreement on the date specified in a written Notice to Proceed signed by the Director, and shall diligently perform Work activities in strict compliance with the Agreement.

10.1.5 Contract Administration

Overall contract administration for HAS will be provided by Contracts Administration Section, Technical Services Division. Facilities Administration at each airport will be responsible for day-to-day field compliance and will be the primary contact for Contractor.

11.0 PLANS (Basic Services)

11.1 Contractor shall submit updates to the Quality Control and Contingency Plans as requested by the Director or Designee.

11.2 Quality Control Plan (QCP)

11.2.1 Contractor shall develop and maintain a QCP to ensure the requirements of the Agreement are provided as specified. Contractor shall provide the QCP to the Director in writing within 30 days of notice to proceed.

11.2.2 Contractor's QCP shall describe specific monitoring techniques for all services hereunder. The QCP shall specify how inspections will be conducted, frequency of inspections, and who will perform the inspections. The QCP shall include a method of identifying and correcting deficiencies.

11.2.3 Contractor's QCP shall include an inspection sheet approved in form by the Director.

Contractor shall provide a copy of each QCP inspection to the Director by the next business day following the inspection. Contractor shall maintain a file of all inspections and the corrective actions taken.

11.3 Contingency Plan

11.3.1 Contractor shall submit a plan within 30 days of Notice to Proceed to the Director in order to accommodate and maintain service during emergencies i.e. inclement weather, catastrophes, equipment failure. The contingency plan is subject to review and approval of the Director or Designee .

12.0 QUALITY ASSURANCE (QA) (Basic Services)

12.1 The Director may conduct QA to ensure the provisions of the Agreement are being met. QA shall include, but not be limited to, the following:

- Scheduled Inspections
- Unscheduled Inspections
- Random Sampling
- 100% Inspection
- ICustomer Complaints

Should the work performed by the Contractor be found, in the opinion of the Director or Designee, to be deficient and requiring correction, or modification, it shall be corrected by the Contractor. All costs for corrections shall be at the expense of the Contractor.

13.0 OTHER WORK/SERVICES

13.1 General

13.1.1 Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the Agreement. Contractor shall perform Other Work/Services in accordance with all provisions of the Agreement plus any special provisions issued with authorization for work that are consistent with this Agreement. With the exception of Emergency Service Requests or Urgent Service Requests, where a request may be verbal and followed immediately in writing, all requests for Other Work/Services will be in writing in the form of an Other Service Request (OSR) provided by the Director and signed by the Director or his/her designated representative. Contractor shall perform Other Work/Services to the same standards identified for Basic Services.

13.2 Performing Other Work/Services

Other Work/Services shall be performed in accordance with all provisions of this Agreement and any special provisions issued with the Other Service/Request (OSR) consistent with this Agreement.

- i. Before issuing an OSR, the director will first issue a written notice to Contractor detailing the specific Other Work/Services to be performed by Contractor.
- ii In response to any such written notice, Contractor shall provide Director or Designee with a written proposal within 3 business days after receipt of OSR Request. The proposal must include a description of the services to be performed, applicable labor rates,

estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to Contractor.

- iii Contractor shall furnish all materials, labor, tools, equipment, transportation and incidentals for accomplishing the described services. Director will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR Contractor may request in writing an extension to the completion date However, Director or Designee may or may not allow the extension. Director's decision is final.
- iv Upon receipt of Contractor's proposal, Director or Designee has the option to reject Contractor's proposal, require resubmission with revised or additional information, or issue an OSR. Should Director reject Contractor's proposal and require resubmission, Contractor shall resubmit a modified proposal within three days of the rejection.
- V Upon approval by Director or Designee of the modified proposal, an OSR will be issued. Contractor shall commence Work as stated in the OSR. Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.
- vi When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- vii While performing Work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director or Designee immediately. After determining the extent of hidden damage, a supplemental OSR may be submitted.
- viii In the case of emergency service, Contractor shall perform Other Work/Services upon the verbal approval of Director or Designee. However, during the next business day, Director or Designee will submit a written Emergency Service Request to the Contractor.
- ix If it is determined this OSR Work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to HAS by the Contractor. HAS does not waive any of its rights and remedies whether by statute, at law, in equity, or under the Agreement.

Other Work/Services may include, but are not limited to, the following:

- a. Provide other equipment or service related to this Agreement.

14.0 ADDITIONS & DELETIONS

- 14.1 At any time during the term of the Agreement, by written notice from the City, the Contractor shall add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City Purchasing Agent or his designee. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item specified in the **Contract Fee Schedule**. If the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the contract fee schedule.

15.0 PHASE-IN / PHASE-OUT SERVICES (Basic Services)

- 15.1 Contractor shall provide phase-in and phase-out services as follows:

15.1.1 Contractor(Successor) Phase-In

- 15.1.1.1 In order to accomplish a smooth and successful transition of services and at no extra charge to City, the Contractor shall provide Phase-in services for up to thirty (30) days prior to Agreement expiration.
- 15.1.1.2 Contractor Phase-In period begins upon receipt of a "Start Phase-in Notice" from the City and continues until receipt of "Official Notice to Proceed" (Start Date of the Contract). The "Start Phase-in Notice" is different than the official Notice to Proceed. Contractor shall have no responsibilities in providing services during the Phase-in period.
- 15.1.1.3 During the phase-in period, the Contractor shall have access to the facilities and areas covered by the Agreement.
- 15.1.1.4 The Contractor shall perform the duties and services listed in its contract during the Contractor Phase-In period and will be accessible during the phase in period to answer questions and resolve issues or any misunderstandings.
- 15.1.1.5 The Contractor shall provide during Phase-in period the following deliverables, including but not limited to:
- Review of services, locations, etc.
 - Arrange for security approval, access, badging, etc.
 - Establish management procedures, set up records
 - Prepare for providing services without disruption of operations
 - Coordinate Contractor's activities with Facilities Administration
 - Provide City departments with contact names phone numbers, emergency phone numbers, etc.
 - Listing of Contractor equipment, personnel, and training
 - Reporting and approach plans
 - Obtain any required permits, licenses, and certifications
- 15.1.1.6 The Phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for providing specified services. The Contractor shall be prepared to perform fully all Work services upon receipt of notification to proceed document from the City.

15.2.1 Contractor Phase-Out

- 15.2.1.1 Two (2) months prior to expiration of the Agreement, the Contractor shall submit a comprehensive close-out plan which will include a complete list of current Contractor -owned and HAS-owned containers and compactors, projected activities scheduled, and a summary of the last 12 months of monthly reports.
- 15.2.1.2 The services provided by the Agreement are vital to the city's overall efforts to provide efficient operations. Contractor shall maintain continuity of services at a consistently high level without interruption. Within 30 days of the expiration of the Agreement contractor shall work with a successor regarding phase-in training. Contractor shall cooperate fully with the successor in order to effect an orderly and efficient transition.

15.2.1.3 Accordingly, Contractor shall provide phase-out services to its successor for up to thirty (30) days prior to Agreement expiration, at no extra charge to City. Orientation must include service procedures, record keeping, reports, etc.

15.2.1.4 Contractor shall be responsible for providing the services of the Agreement during the phase-out period.

16.0 USE OF FACILITIES

16.1 Utilities

16.1.1 HAS shall provide utilities required for the performance of the work/service specified.

16.2 AOA Policy

16.2.1 Contractor's personnel and vehicles shall comply with each airport's Air Operations Areas (AOA) policy for entrance within the AOA areas.

16.3 Emergency

16.3.1 In case of emergency, the Director may order Contractor to terminate work and clear the area of personnel and equipment. Contractor shall comply with such an order with all possible haste.

17.0 DAMAGE TO HAS PROPERTY

17.1 Contractor shall repair, at its expense, all damages to HAS property caused by carelessness or neglect on the part of the Contractor, its agents or employees.

18.0 MISCELLANEOUS OTHER REQUIREMENTS (Basic Service)

18.1 Safety

18.1.1 Contractor shall develop, implement, and maintain an on-going safety program. Contractor shall post safety warnings on equipment as necessary to ensure safe operations.

18.2 Rules and Regulations

18.2.1 The Director may establish rules and regulations as deems necessary to govern the Airport facilities. Contractor shall follow all rules and regulations of or imposed on HAS by City, State, Federal agencies etc.

19.0 HOURS OF OPERATION

19.1 Contractor shall be available to provide services 24 hours per day, 7 days per week.

20.0 INVOICING

20.1 Contractor shall submit its invoices on a form(s) approved in advance by the Director; invoices must be accompanied by support documents requested by the Director.

- 20.2 Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

**Addresses for delivery of invoices
for all other participating Departments
will be provided at the pre-perfor-
mance conference.**

**City of Houston
Parks and Recreation Department
Finance Division/Accounts Payable
2999 S. Wayside
Houston, Texas 77023-6016**

- 20.3 Contractor shall provide separate invoices for each Airport and participating departments.
- 20.4 Invoices must be submitted with applicable copies of Contractor's work orders attached that have been approved by Facilities Administration.
- 20.5 Invoices submitted for services performed as the result of change orders require that copies of the applicable change order also be attached to the original and each of the two (2) invoice copies.
- A. Invoices submitted for services performed as the result of Other Work/Services require that a copy of the Director's written request be attached to the original and each of the two (2) invoice copies.

21.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 21.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of solid waste disposal and equipment rental services during the term of the 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 the Agreement. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City requiring all of the quantities specified herein. Contractor shall be compensated only for actual Work performed.

22.0 WARRANTY OF SERVICES

- 22.1 Definitions: "Acceptance" as used in this clause, shall be determined by the City and be established when the City determines that the unit of Work specified under the Agreement is complete and acceptable "Work Approval".
- "Correction" as used in this clause, means the elimination of a defect.
- 22.2 Contractor warrants that services performed under the Agreement will, at the time of Work Approval, be free from defects in workmanship and conform to the requirements of the Agreement. The City will give written notice of any defect or nonconformance to the Contractor within 45 days from Work Approval date 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 City does not require correction or re-performance.

- 22.3 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 incurred by the City thereby, or make an equitable adjustment in the Agreement price.
- 22.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the Agreement price.

EXHIBIT "BB"
SOLID WASTE DISPOSAL FACILITIES AND EQUIPMENT LOCATION

1.0 PORTABLE TOILETS, LOCATIONS AND SERVICE FREQUENCIES FOR VARIOUS DEPARTMENTS

1.1 (IAH)

Est. Qty	Current Unit No.	PORTABLE TOILETS	Facility Locations	Contractor-owned	Estimated Service Frequency
7		Portable Toilet Unit	Taxi Staging Area	Contractor-Supplied	3 X Per Week
2		Portable Toilet Unit	Behind Parking Cents	Contractor-Supplied	3 X Per Week
3		Portable Toilet Unit	5050 Wright Road	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	1960 East of Ferrell Road	Contractor-Supplied	3 X Per Week
2		Portable Toilet Unit	Observation Area	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	WV-51 Guard Shack	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	WV-19 Guard Shack	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	Chanute Road	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	Cab Stand	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	Gate N-7	Contractor-Supplied	3 X Per Week
1		Portable Toilet Unit	Gate N-36	Contractor-Supplied	3 X Per Week

1.2 (PARKS & RECREATION)

PORTABLE TOILET LOCATIONS	UNIT DESCRIPTION	SERVICE FREQUENCY	COMMENTS
Agnes Moffit Park 10645 Hammerly (L245)	REGULAR	3x per week	
Alief Park 11903 Bellaire Blvd (L366)	REGULAR	3x per week	
Alief Park 11903 Bellaire Blvd (L369)	ADA HANDICAP	3x per week	
American Legion 3621 Golf Dr. (L293)	REGULAR	3x per week	
American Legion J/Ella- NW Ctr. (L148)	ADA HANDICAP	3x per week	
Beech- White 7551 Scott (L441)	REGULAR	3x per week	
Beverly Hills 10201 Kingpoint (L154)	ADA HANDICAP	3x per week	
Blackhorse Ranch 9401 Fuqua (L418)	REGULAR	3x per week	
Blueridge Park 5600 Court (L393)	ADA HANDICAP	3x per week	
Boone Road Park 7700 Boone Rd. (L-155)	ADA HANDICAP	6x per week	
Brock Golf 8201 John Ralston #6 (265)	REGULAR	3x per week	
Brock Golf 8201 John Ralston #6 (266)	REGULAR	3x per week	
Brock Park John Ralson (L384)	ADA HANDICAP	3x per week	
Brookline Park 3300 Real (L159)	ADA HANDICAP	3x per week	
Burnett-Bayland 6200 Chimney Rock (L160)	REGULAR	7x per week	
Burnett-Bayland 6200 Chimney Rock (L161)	REGULAR	7x per week	
Burnett-Bayland 6200 Chimney Rock (L163)	REGULAR	7x per week	
Burnett-Bayland 6200 Chimney Rock (L164)	REGULAR	7x per week	
Burnett-Bayland 6200 Chimney Rock (L167)	REGULAR	7x per week	
Burnett-Bayland 6200 Chimney Rock (L168)	ADA HANDICAP	7x per week	
Cambridge Village 13000 Nitida (L169)	ADA HANDICAP	3x per week	
Highland Park 3316 Desoto (L309)	ADA HANDICAP	3x per week	
Maxey Park 601 Maxey Park (L310)	ADA HANDICAP	3x per week	

Cleveland Park 200 Jackson Hill (L272)	ADA HANDICAP	3x per week	
Cleveland Park 200 Jackson Hill (L437)	REGULAR	3x per week	
Clinton Park 200 Mississippi (L358)	REGULAR	3x per week	
Cullen-Velodrum 19008 Saums Rd. (L181)	REGULAR	3x per week	
Cullen-Velodrum 19008 Saums Rd. (L182)	REGULAR	3x per week	
Cullian Park 6700 Long Dr. (L 438)	REGULAR	3x per week	
Dezavalla 907 76th St. (L341)	ADA HANDICAP	3x per week	
Dietz Park 4700 dietz/Dumble (L323)	REGULAR	3x per week	
Diez Park 1800 Dumble (L185)	REGULAR	3x per week	
Diez Park 1800 Dumble (L186)	REGULAR	3x per week	
Dodson Lake Park 9010 Dodson (L274)	ADA HANDICAP	3x per week	
Dow Park 7942 Rockhill (L190)	REGULAR	3x per week	
Dow Park 7942 Rockhill (L191)	ADA HANDICAP	3x per week	
Dunlavy Erva 4502 Dunlavy (L300)	ADA HANDICAP	3x per week	
Eastwood Park 5000 Harrisburg (L194)	REGULAR	3x per week	
Edgewood Park Bellfort (L196)	ADA HANDICAP	3x per week	
Emancipation Park 3018 Dowling (L197)	REGULAR	3x per week	
Emancipation Park 3018 Dowling (L198)	REGULAR	3x per week	
F M Law 6300 Vassar (L225)	REGULAR	3x per week	
F M Law 6200 Sacrett @ Hicks(L224)	REGULAR	3x per week	
F M Law 8400 Mykawa (Jr. Golf Crs.)(L222)	REGULAR	3x per week	
F M Law 8400 Mykawa (Jr. Golf Crs.)(L223)	REGULAR	3x per week	
FM Law Scarlet&Hicks (L344)	REGULAR	3x per week	
FM Law Scarlet&Hicks (L345)	REGULAR	3x per week	
Fonde Park Carolton (L392)	REGULAR	3x per week	
Freeway Manor Pk Bronson/2300 Theta (L199)	REGULAR	3x per week	
Freeway Manor Pk Bronson/2300 Theta (L200)	REGULAR	3x per week	
Freshmeadow Pk. 4500 Campbell Rd (L279)	ADA HANDICAP	3x per week	

Glenbrook Park 8201 N Bayou Dr. (L202)	REGULAR	3x per week	
Glenbrook Park 8201 N Bayou Dr. (L322)	REGULAR	3x per week	
Grimes Park 5150 Reed Rd (L411)	REGULAR	3x per week	
Grimes Park 5150 Reed Rd (L412)	REGULAR	3x per week	
Gulf Meadow Pk 119000 Palm Springs (L281)	ADA HANDICAP	3x per week	
Gus Wortham Glf 700 Capitol # 4& 5 Tee (L263)	REGULAR	3x per week	
Gus Wortham Glf 700 Capitol # 4& 5 Tee (L264)	REGULAR	3x per week	
Hartman Park 9311 Ave P (L430)	REGULAR	3x per week	
Haviland Park 11600 Haviland (L377)	REGULAR	3x per week	
Haviland Park 11600 Haviland (L380)	REGULAR	3x per week	
Hermann Park Garden Center (L-103)	ADA HANDICAP	3x per week	
Hermann Park Train Ticket Booth (L-100)	REGULAR	3x per week	
Hermann Park Train Ticket Booth (L-101)	REGULAR	3x per week	
Hermann Park Train Ticket Booth (L-102)	ADA HANDICAP	3x per week	
Hidalgo Park 7000 Ave Q (L422)	REGULAR	3x per week	
Hidalgo Park 7000 Ave Q (L423)	ADA HANDICAP	3x per week	
Hobart Taylor Park 8100 Kinton (L429)	ADA HANDICAP	3x per week	
Ingrando Park 7302 Keller (L391)	REGULAR	5x per week	
Irvington Park 1000 Cavalcade (L376)	ADA HANDICAP	3x per week	
James Anderson 5701 Beverly Hills (L-149)	REGULAR	3x per week	
James Anderson 5701 Beverly Hills (L-151)	ADA HANDICAP	3x per week	
Jaycee 1300 Seamist (L243)	REGULAR	3x per week	
Jones (Walter) 8000 Coastway Lane (L298)	REGULAR	3x per week	
Jones (Walter) 8000 Coastway Lane (L298)	ADA HANDICAP	3x per week	
Keith-Wiess Pk. 12300 Aldine - Westfield (L283)	REGULAR	3x per week	
Lawrence Park 527 Lawrence Bkball Ct. (L284)	ADA HANDICAP	3x per week	
Levy Park 3801 Eastside (L338)	ADA HANDICAP	3x per week	
Linkwood 3699 Norris (L337)	ADA HANDICAP	3x per week	

Macgregor Park 5225 Calhoun (L-140)	REGULAR	5x per week	
Macgregor Park 5225 Calhoun (L-141)	REGULAR	5x per week	
Macgregor Park 5225 Calhoun (L-143)	REGULAR	5x per week	
Macgregor Park 5225 Calhoun (L-144)	ADA HANDICAP	5x per week	
Marian 11000 South Gessner (415)	REGULAR	3x per week	
Mason Park/541 S 75th/Tipps (L-111)	REGULAR	4x per week	
Mason Park/541 S 75th/Tipps (L-112)	REGULAR	4x per week	
Mason Park/541 S 75th/Tipps (L-113)	REGULAR	4x per week	
Mason Park/541 S 75th/Tipps (L-114)	REGULAR	3x per week	
Mason Park/541 S 75th/Tipps (L-115)	REGULAR	3x per week	
Mason Park/541 S 75th/Tipps (L-116)	ADA HANDICAP	4x per week	
Maxie Park (2625 Monticello L360)	REGULAR	3x per week	
Maxie Park (2625 Monticello L364)	REGULAR	3x per week	
McReynolds 5905 Larimer (L427)	REGULAR	3x per week	
McReynolds Ms. 5905 Larimer (L428)	ADA HANDICAP	3x per week	
Meadow Oak Pk 500 Ahrens (L 334)	ADA HANDICAP	3x per week	
Melrose Park (L387)	ADA HANDICAP	3x per week	
Melrose Park 1000 Canino (L354)	REGULAR	3x per week	
Melrose Park 1000 Canino (L355)	REGULAR	3x per week	
Melrose Park Canino Football Fld. (L425)	REGULAR	3x per week	
Melrose Park Canino Football Fld. (L426)	REGULAR	3x per week	
Memorial Park (near Tennis Ctr.) (L-307)	REGULAR	7x per week	
Memorial Park 6501 Memorial Dr. (L318)	REGULAR	7x per week	
Memorial Park Baseball Field (L-124)	REGULAR	6x per week	
Memorial Park Baseball Field (L-125)	ADA HANDICAP	6x per week	
Memorial Park Baseball Field (L-126)	REGULAR	6x per week	
Memorial Park Baseball Field (L-127)	REGULAR	6x per week	
Memorial Park Baseball Field (L-128)	REGULAR	6x per week	

Memorial Park Memorial Police (L-138)	ADA HANDICAP	6x per week	
Memorial Park Rugby Field (L-133)	REGULAR	6x per week	
Memorial Park Rugby Field (L-135)	ADA HANDICAP	6x per week	
Memorial Park Soccer Field (L-131)	REGULAR	6x per week	
Memorial Park Soccer Field (L-132)	REGULAR	6x per week	
Memorial Park Trail near GC . (L-110)	ADA HANDICAP	3x per week	
Memorial Park Woodway/Memorial (L406)	REGULAR	3x per week	
Memorial Pk .Trail near Tennis Ctr. (L-109)	ADA HANDICAP	3x per week	
Memorial Pk. Andy Anderson Side (L-136)	REGULAR	3x per week	
Milby Park 2001 Central (L 206)	ADA HANDICAP	3x per week	
Milby Park 2001 Central (L 208)	REGULAR	3x per week	
Montie Beach Northwood (L210)	REGULAR	3x per week	
Montie Beach Park 915 Northwood (432)	ADA HANDICAP	3x per week	
Moody Park 3725 Fulton (L401)	REGULAR	3x per week	
Moody Park 3725 Fulton (L402)	REGULAR	3x per week	
Moody Park/G375 3725 Fulton(L117)	REGULAR	3x per week	
Moody Park/G375 3725 Fulton(L118)	REGULAR	3x per week	
Moody Park/G375 3725 Fulton(L119)	REGULAR	3x per week	
Moody Park/G375 3725 Fulton(L120)	ADA HANDICAP	3x per week	
Nelson, George 3820 Yellowstone (335)	ADA HANDICAP	3x per week	
Pavilion@Herman Pk 6000 Fannin (L409)	REGULAR	3x per week	
Pavilion@Herman Pk 6000 Fannin (L408)	REGULAR	3x per week	
Riceville Park 7700 Oak Vista (L440)	REGULAR	3x per week	
Robinson Sr. Park 1422 Ledwicke (L 333)	ADA HANDICAP	3x per week	
Rosewood Park 8200 Darien (L349)	ADA HANDICAP	3x per week	
Scales Park (L388)	ADA HANDICAP	3x per week	
Scenic Woods Park 7449 Lakewood (L308)	ADA HANDICAP	3x per week	
Schur Park 12227 Cullen (L290)	ADA HANDICAP	3x per week	

Schwartz 8203 Vogue (L 239)	REGULAR	3x per week	
Scottcrest Pk 10700 Rosehaven (L315)	ADA HANDICAP	3x per week	
Selena/Denver Harbor 6402 Market (L395)	REGULAR	3x per week	
Settegast Community 3001 Garrow (L378)	REGULAR	3x per week	
Settegast Community 3001 Garrow (L379)	ADA HANDICAP	3x per week	
Shady Lane 10100 Shady Lane (L254)	REGULAR	3x per week	
Shady Lane 10100 Shady Lane (L255)	REGULAR	3x per week	
Sharpstown Pk Golf 6600 H/town Maint. (L268)	REGULAR	3x per week	
Sharpstown Pk Golf 6600 H/town Maint.(L267)	REGULAR	3x per week	
Sharpstown Pk Golf 6600 H/town # 8 Tee (L 269)	REGULAR	3x per week	
Sharpstown Pk Golf 6600 H/town # 8 Tee (L 270)	REGULAR	3x per week	
Sims Bayou 9500 MLK (L381)	ADA HANDICAP	3x per week	
South Main Estates 12256 Zavalla Rd (L417)	REGULAR	3x per week	
Southcrest Park 5842 Southmund (L302)	ADA HANDICAP	3x per week	
Squatty Lyons Park (L 389)	REGULAR	3x per week	
Squatty Lyons Park (L 390)	ADA HANDICAP	3x per week	
Squatty Lyons Park (L 433)	REGULAR	3x per week	
Stude Park 1030 Stude (L297)	ADA HANDICAP	3x per week	
Stude Park 1030 Stude (L327)	REGULAR	3x per week	
Sunnyside 3502 Bellfort (L230)	REGULAR	3x per week	
Sunnyside 3502 Bellfort (L231)	REGULAR	3x per week	
Sylvesterturner 2800 W. Little York (L 105)	ADA HANDICAP	3x per week	
Sylvesterturner 2800 W. Little York (L 106)	ADA HANDICAP	3x per week	
TC Jester 4201 TC Jester (L237)	REGULAR	5x per week	
TC Jester 4201 TC Jester (L238)	REGULAR	5x per week	
Tim Hearn Park 200 Jackson Hill (L 174)	REGULAR	3x per week	
Tony Marron Park 808 N York (336)	ADA HANDICAP	3x per week	
Townwod Park 3403 Simsbrook (L299)	ADA HANDICAP	3x per week	

Trotter Park 7809 E Little York (L275)	ADA HANDICAP	3x per week	
Trotter Park 7809 E Little York (L291)	REGULAR	3x per week	
Tuffly Park 3200 Russell (L361)	ADA HANDICAP	3x per week	
Walter Rasmus Pk 3721 Jeanetta (L251)	REGULAR	3x per week	
Walter Rasmus Pk 3721 Jeanetta (L252)	ADA HANDICAP	3x per week	
Watonga Parkway 4100 Watonga Blvd (L403)	REGULAR	3x per week	
Wildheather Park 14900 Whiteheater (L330)	ADA HANDICAP	3x per week	
Wilson Mem Park. 100 Gilpin (L348)	REGULAR	3x per week	
Windsor Village 14411 Croquet (L234)	REGULAR	3x per week	

1.3 (SOLID WASTE MANAGEMENT)

Address	Key Map	Number of toilets #	Service Per Week	Phone #	Contact Person
9200 Lawndale	536F	2 Portable Toilets	3 per week	713-925-1247	Marcus Mathew
5100 Sunbeam Leassear	574A	1 Portable Toilet	3 per week	713-738-1936	Debra
5565 Kirkpatrick	455N	1 Portable Toilet	3 per week	713-675-3208	Charles Bush
6023 Windfern	410W	1 Portable Toilet	3 per week	713-895-1003	John Johnson

10.4 (PUBLIC WORKS & ENGINEERING)

PORTABLE TOILET LOCATIONS	UNIT DESCRIPTIO N	SERVICE FREQUENC Y	COMMENTS
1700 CROSSTIMBERS	REGULAR	3x per week	
1700 CROSSTIMBERS	REGULAR	3x per week	
1700 CROSSTIMBERS	ADA HANDICAP	3x per week	

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 REQUIREMENTS

ATTACHMENT "C"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, MARK SAN FRATELLO VICE PRESIDENT & C.O.O. as an owner or officer of
(Name) (Print/Type) (Title)

HOUSE BROTHERS SANITATION SERVICES, INC. DBA UNITED SITE SERVICES (Contractor)
(Name of Company)

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

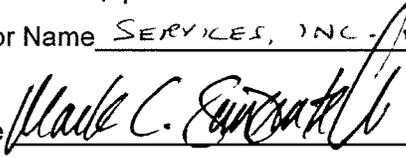
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures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

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

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

Date 2/18/08

HOUSE BROTHERS SANITATION
Contractor Name SERVICES, INC. DBA UNITED SITE SERVICES

Signature 

Title VICE PRESIDENT & C.O.O.

N/A

**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**

I, _____ as an owner or officer of

 (Name) (Print/Type) (Title) (Contractor or Vendor)

 (Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

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

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

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

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

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

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Any employee who tested positive was immediately removed from the City worksite
 Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
 Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 1	GROUP 5- MONTHLY PORTABLE TOILET RENTAL FOR VARIOUS DEPARTMENTS		
1	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$89.00
2	REGULAR PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$114.00
3	REGULAR PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$139.00
4	REGULAR PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$164.00
5	REGULAR PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$189.00
6	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$104.00
7	ADA COMPLIANT PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$129.00
8	ADA COMPLIANT PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$154.00
9	ADA COMPLIANT PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$179.00
10	ADA COMPLIANT PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$204.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 1	GROUP 6- SHORT TERM 1-10 DAYS PORTABLE TOILET RENTALS DAILY RATE FOR VARIOUS DEPARTMENTS		
11	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$44.00
12	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$59.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 1	GROUP 7- ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS FOR VARIOUS DEPARTMENTS		
13	ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00

14	ADDITIONAL SERVICES FOR ADA COMPLIANT PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00
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BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 2	GROUP 5- MONTHLY PORTABLE TOILET RENTAL FOR VARIOUS DEPARTMENTS		
1	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$93.00
2	REGULAR PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$118.00
3	REGULAR PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$143.00
4	REGULAR PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$168.00
5	REGULAR PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$193.00
6	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$108.00
7	ADA COMPLIANT PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$133.00
8	ADA COMPLIANT PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$158.00
9	ADA COMPLIANT PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$183.00
10	ADA COMPLIANT PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$208.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 2	GROUP 6- SHORT TERM 1-10 DAYS PORTABLE TOILET RENTALS DAILY RATE FOR VARIOUS DEPARTMENTS		
11	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$48.00
12	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$63.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 2	GROUP 7- ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS FOR VARIOUS DEPARTMENTS		
13	ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00

14	ADDITIONAL SERVICES FOR ADA COMPLIANT PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00
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BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 3	GROUP 5- MONTHLY PORTABLE TOILET RENTAL FOR VARIOUS DEPARTMENTS		
1	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$97.00
2	REGULAR PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$122.00
3	REGULAR PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$147.00
4	REGULAR PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$172.00
5	REGULAR PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$197.00
6	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$112.00
7	ADA COMPLIANT PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$137.00
8	ADA COMPLIANT PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$162.00
9	ADA COMPLIANT PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$187.00
10	ADA COMPLIANT PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$212.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 3	GROUP 6- SHORT TERM 1-10 DAYS PORTABLE TOILET RENTALS DAILY RATE FOR VARIOUS DEPARTMENTS		
11	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$52.00
12	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$67.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 3	GROUP 7- ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS FOR VARIOUS DEPARTMENTS		
13	ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00

14	ADDITIONAL SERVICES FOR ADA COMPLIANT PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00
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BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 4	GROUP 5- MONTHLY PORTABLE TOILET RENTAL FOR VARIOUS DEPARTMENTS		
1	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$101.00
2	REGULAR PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$126.00
3	REGULAR PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$151.00
4	REGULAR PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$176.00
5	REGULAR PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$201.00
6	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$116.00
7	ADA COMPLIANT PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$141.00
8	ADA COMPLIANT PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$166.00
9	ADA COMPLIANT PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$191.00
10	ADA COMPLIANT PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$216.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 4	GROUP 6- SHORT TERM 1-10 DAYS PORTABLE TOILET RENTALS DAILY RATE FOR VARIOUS DEPARTMENTS		
11	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$56.00
12	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$71.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 4	GROUP 7- ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS FOR VARIOUS DEPARTMENTS		
13	ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00

14	ADDITIONAL SERVICES FOR ADA COMPLIANT PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00
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BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 5	GROUP 5- MONTHLY PORTABLE TOILET RENTAL FOR VARIOUS DEPARTMENTS		
1	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$105.00
2	REGULAR PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$130.00
3	REGULAR PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$155.00
4	REGULAR PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$180.00
5	REGULAR PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$205.00
6	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) MONTHLY RATE	EACH	\$120.00
7	ADA COMPLIANT PORTABLE TOILET (4 SERVICES PER WEEK) MONTHLY RATE	EACH	\$145.00
8	ADA COMPLIANT PORTABLE TOILET (5 SERVICES PER WEEK) MONTHLY RATE	EACH	\$170.00
9	ADA COMPLIANT PORTABLE TOILET (6 SERVICES PER WEEK) MONTHLY RATE	EACH	\$195.00
10	ADA COMPLIANT PORTABLE TOILET (7 SERVICES PER WEEK) MONTHLY RATE	EACH	\$220.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 5	GROUP 6- SHORT TERM 1-10 DAYS PORTABLE TOILET RENTALS DAILY RATE FOR VARIOUS DEPARTMENTS		
11	REGULAR PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$60.00
12	ADA COMPLIANT PORTABLE TOILET (3 SERVICES PER WEEK) DAILY RATE	EACH	\$75.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
YEAR 5	GROUP 7- ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS FOR VARIOUS DEPARTMENTS		
13	ADDITIONAL SERVICES FOR REGULAR PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00

14	ADDITIONAL SERVICES FOR ADA COMPLIANT PORTABLE TOILETS (PER SERVICE)	EACH	\$10.00
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EXHIBIT "I"
PAY OR PLAY PROGRAM



ATTACHMENT A

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: HOWSE BROTHERS SANITATION SERVICES, INC. DBA UNITED SITE SERVICES \$ 1,842,250.00 (TOTAL CONTRACT 3 year contract plus two 1 year optional renewal)
Contractor Address: 18110 MADDEN ROAD, HOUSTON, TX 77469
Project No.: [GFS/CIP/AIP/File No.] BID # S23 - L22570
Project Name: [Legal Project Name] PORTABLE TOILET LEASING SERVICES

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- [] Yes [X] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.
[] Yes [X] No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
[X] Yes [] No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
[X] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
[X] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

Signature: Mark C. Sanfratello DATE: 2/18/09
CONTRACTOR (Signature)
MARK SAN FRATELLO VICE PRESIDENT & C.O.O.
NAME AND TITLE (Print or type)



ATTACHMENT C
Pay or Play Program
Contractor/Subcontractor Waiver Request

If a waiver of the Pay or Play Program requirements is requested, the City of Houston contracting department shall submit this Waiver Request form to the City of Houston Affirmative Action and Contract Compliance Division along with any supporting documentation. A waiver, if granted, shall be effective for the duration of the contract. In the event of renewal or renegotiation of the contract, subsequent waivers may be requested and either granted or denied.

Department: _____ Date Submitted: _____

Contact Name: _____ Phone: _____

Contractor/Subcontractor Name: _____ Vendor No.: _____

Contract No./Description: _____

Contract/Subcontract Amount: \$ _____

This contract or subcontract is appropriate for a waiver based on the following: *(Check the appropriate box.)*

- Sole Source.** The contractor or subcontractor is the sole source of the service or material at issue.
- Emergency.** The contract or subcontract is a response to an emergency that endangers public health or safety.
- Essential.** No other qualified responsive bidders comply with the requirements of the Pay or Play Ordinance and the contract or subcontract is for a service or project that is essential to the City or public.
- Adverse Impact.** Compliance with the Pay or Play Program would cause an unreasonably adverse impact on the City's ability to obtain services or an unreasonably adverse financial impact on the City.
- Bulk Purchasing.** The services to be purchased are available under a bulk purchasing agreement with a federal, state, or local government entity.
- Intergovernmental/Interlocal Agreement/Purchasing Cooperative**

Department Signature:

Request submitted by department head or authorized representative:

Signature

Print Name

City of Houston Affirmative Action and Contract Compliance Use Only

Action: [] Approved [] Disapproved

Signature: _____ Date: _____

Print Name: _____

