



CITY OF HOUSTON INVITATION TO BID

Issued: November 9, 2018

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, December 13, 2018**. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division's website. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**WINDOW AND BUILDING SURFACE CLEANING SERVICES
FOR THE HOUSTON AIRPORT SYSTEM
BID INVITATION NO.: S19-L25897
NIGP CODE: 910-03 MWBE GOAL 24%**

BUYER

Questions regarding this solicitation document should be addressed to Roy Korthals at **832.393.8734**, or e-mail to roy.korthals@houstontx.gov.

ELECTRONIC BIDDING

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

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at **611 Walker, 20th Floor**, Houston, Texas 77002 Conference Room-# 20L at **1:30 p.m. on Wednesday, November 21, 2018.**

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

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-45 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

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

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

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Legal Dept. Rev. 10-25-2017

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

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

SECTION A



WINDOW AND BUILDING SURFACE CLEANING SERVICES FOR THE HOUSTON AIRPORT SYSTEM BID INVITATION NO.: S19-L25897 NIGP CODE: 910-03

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

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

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

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

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

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

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Window and Building Surface Cleaning Services** for the City in accordance with attached specifications.

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

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (E-Bid Website Pricing Form)
Affidavit of Ownership
Fair Campaign Ordinance (Form-A)
Statement of Residency
Conflict of Interest Questionnaire
References
Pay or Play-1A, Program Acknowledgement Form
Pay or Play-2, Certification of Agreement Form
M/WBE Signed Letter of Intent (24% Goal)

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC
Formal Instructions for Bid Terms
Sample Insurance Over \$50,000
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted by e-mail to ***roy.korthals@houstontx.gov*** no later than **4:00 p.m. CST., Tuesday, November 27, 2018.**

CONTRACTOR'S QUESTIONNAIRE

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

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____
4. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years Services: ____
E-Mail: _____

SITE INSPECTION

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

QUALITY AND WORKMANSHIP

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

PROTESTS

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) http://www.houstontx.gov/policies/administrative_policies.html

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of bidder's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

Minority and Women Business Enterprises

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **24%** of the value of the Agreement to certified MWBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/supplies to mediation provided by the City, if directed to do so by OBO.

HIRE HOUSTON FIRST

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must submit a completed *Declaration of Hire Houston First Designation* form with the bid.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to HIREHOUSTONFIRST@houstontx.gov, by fax to 832-393-0646, or hand delivered.

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 SERVICES IN GENERAL:

1.1 Contractor shall furnish all necessary labor, supervision, management, clerical, administrative functions, parts, equipment, material, tools, instruments, expendables, incidentals, training, and otherwise all services necessary to clean all windows, glass surfaces, and building exterior panels or incidental to, the performance of The Work, and to otherwise fulfill all other requirements of the resulting Agreement and referenced specifications, standards, manuals, and drawings.

2.0 SCOPE OF WORK:

2.1 The contractor(s) agrees to provide cleaning of windows, glass surfaces, building external panels, i.e. "The Work" at Houston Airport locations as shown in Exhibit "BB". The Contractor shall furnish all management, supervisory, clerical, and administrative functions and furnish all labor, tools, equipment, materials, and supplies needed to perform the cleaning services according to the provisions of the Agreement and referenced specifications, standards, manuals, and drawings.

2.2 The Contractor shall provide trained, qualified personnel to assure comprehensive and timely implementation of the Contractor's quality control, environmental, supply, equipment maintenance, and all other aspects of the Contract, to perform the work in accordance with the Contract Documents.

2.2.1 Contractor shall provide work schedules to be approved by the Director and/or designee to complete the Work as described in Exhibit "B-1" or as modified by the Director and/or designee.

2.2.2 HAS shall pay for square footage actually cleaned and verified by the Director and/or designee.

2.2.3 Contractor shall coordinate all Work with the Director and/or designee and shall not enter Air Operations Area (AOA) designated areas with personnel, scaffolding or equipment without the authorization of the Director and/or designee.

3.0 BASIC SERVICES:

3.1 Window & Glass Cleaning

3.1.1 Scheduled Service at George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

3.1.1.1 Contractor shall clean windows and glass surfaces at IAH/HOU/EFD on a scheduled basis in accordance with Exhibit "B-1" or as modified by the Director and/or designee.

3.1.1.2 Contractor's supervisor shall check in at the designated office (Reference Section 21.0 Work Coordination) prior to commencing approved scheduled Work. At that time, additional instructions, if any, shall be provided. When the work is completed, or upon cessation of Work, Contractor shall return to the office for work verification.

3.1.2 Specific Tasks (Basic Services)

3.1.2.1 The Work performed shall include cleaning all designated windows, squeegeeing glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.

3.1.2.2 Care shall be exercised to prevent streaking or staining window frames, ledges, walls, and panels.

3.1.2.3 Any paint drops or smears shall be removed from surfaces being washed; steel wool shall not be used.

3.1.2.4 Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.

3.1.2.5 All broken or loose glass and defective items discovered shall be reported to the Director and/or designee.

3.2 Building/Structure Surface Inspection and Cleaning

3.2.1 Inspection:

3.2.1.1 Contractor shall perform physical inspections of areas to be cleaned prior to cleaning to ensure that building and associated structure surface substrates are not damaged and to ensure that HAS activities are not disrupted.

3.2.1.2 Inspecting panel and substrate systems, associated surfaces, flashing, windows, window framing, and all other components.

3.2.1.3 Inspecting sealant and caulking joints between panels.

3.2.1.4 Any damage, repairs, etc. shall be reported in writing the Director and/or designee.

3.2.2 Cleaning:

3.2.2.1 Contractor shall clean building and associated structures surfaces in compliance with substrate manufacturer's recommended procedure and industry standards.

3.2.3 Surfaces, associated structures, components etc. shall be considered clean and acceptable to HAS when:

3.2.3.1 All dirt, soils, grime, chemical residue, mildew, algae, pollutants, graffiti, spots, streaks, stains, discoloration, film, etc. is removed;

3.2.3.2 Building/structure surfaces are free of foreign residue, chalk, cleaner, effervescence, etc.; and

3.2.3.3 The original color and texture of surface is exposed.

3.3 Specific Tasks

3.3.1 Contractor shall use a variety of methods for cleaning building and associated structure surfaces. Cleaning with hot or cold detergent solutions may be adequate, however surfaces dulled or stained by heavy deposits of dirt or other contaminants may require stronger cleaning methods. Contractor shall obtain and use appropriate cleaning and maintenance guides, standards, etc. as recommended by the panel/substrate systems manufacturers.

3.3.1.1 Use of high pressure washers, wire or hard-bristle brushes, abrasives, or similar cleaning tools on any coated metal and glass surfaces is not allowed.

3.3.1.2 Roofing surface shall be protected when Work is performed from the roof of building, structures, etc.

3.3.1.3 Contractor shall take all necessary precautions while performing Work during extreme temperatures, which can accelerate chemical reactions causing streaking or staining.

3.3.1.4 In the event the Contractor is unable to remove stains from any Work surface or encounters damaged Work surfaces; Contractor shall issue a report of the stained /damaged Work surface to the Director and/or designee including digital photographs, location details, problems encountered, and recommended remedial action.

3.4 Reference Substrate Manufacturers, Standards, and Guides Include, but are not limited to:

3.4.1 Valspar Industrial Coatings - Fluor polymer coating.

3.4.2 Kawneer or Vistawall – Curtain wall systems – Fluor polymer coating.

3.4.3 Alusuisse Composites, Inc. – Fluor polymer systems.

3.4.4 CENTRIA – FLUORO finish panels and accessories.

3.4.5 Baker Metal Products – Perforated metal panels with polyvinylidene fluoride spray coating.

3.4.6 Mitsubishi Chemical Functional Products, Inc., - Titanium composite material – Series of ALPOLIC.

- 3.4.7 The Vistawall Group – Kynar/hylar coatings.
 - 3.4.8 Reynolds Metals Company Reynobond Aluminum composite material (ACM) – coated with Colorweld 300.
 - 3.4.9 Viracon Inc. – Ceramic frit silkscreened & spandrel glass.
 - 3.4.10 Byrne Metals, Corp – Sealant and caulking.
 - 3.4.11 Precision Hardscape Services – Cold spring granite.
 - 3.4.12 Pavestone Houston – Interlocking concrete pavers.
 - 3.4.13 American Architectural Manufacturer’s Association (AAMA) 609 & 610-02 (latest published edition) – Cleaning and Maintenance Guide for Architecturally Finished Aluminum.
 - 3.4.14 GANA Glazing Manual (latest published edition).
- 3.5 Approved equal use of any other cleaning and maintenance standards and guides from other manufacturers, or any other source, must be submitted to the Director and/or designee for approval prior to their use.

4.0 FACILITIES

- 4.1 Contractor shall be responsible for window and panel cleaning services for IAH, HOU, and EFD.

The combined approximate square footages for these areas are noted in Exhibit “B-1”

5.0 SERVICE LEVELS

- 5.1 This proposed Contract has three (3) service levels. They include Run to Fail, Industry Standard, and Best In Class. The performance of Work is the same in all three (3) service levels; the difference will be the frequency of cleanings per line items.
- 5.2 HAS reserves the right to select any Level of Service and to reduce or increase Levels of Service as needed throughout the Contract term. Changes made after award of Contract will be done by Inclusion/Exclusions and will be given 30-day notice period before becoming effective.

6.0 INCREASE OR DECREASE OF WORK – INCLUSIONS/EXCLUSIONS:

- 6.1 From time to time throughout the Term of the agreement, the Director and/or designee may, by written notice to Contractor, increase and/or decrease the square footage identified in Exhibit “B-1”, or increase and/or decrease the frequencies covered by the Agreement in Exhibit “B-1” of the Agreement. Contractor’s sole compensation for such adjustment will be the unit cost per square foot per the Bid Form. Contractor shall at all times provide an adequate number of on-site personnel at no additional cost to HAS.

7.0 OTHER WORK/SERVICES:

- 7.1 Within the general scope of this Agreement, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Service of this Agreement. Other Work/Services shall be performed in accordance with all provisions of this Agreement plus any special provisions issued with authorization for work. Other Work/Services will be performed only when requested by the Director and/or designee, and then, only after receipt of a written Other Service Request (OSR). The Contractor shall perform Other Work/Services to the same standards identified for Basic Services. When requested by the Director and/or designee, the Contractor shall provide Other Work/Services at any facility, which is part of HAS, including IAH, HOU, and EFD.
- 7.2 City's Written Notice
- 7.2.1 Prior to issuing an OSR, HAS will first issue a written notice to the Contractor detailing the specific Other Work/Services to be performed by the Contractor.
- 7.3 Contractor's Written Proposal
- 7.3.1 In response to any such written notice, the Contractor shall provide HAS with a written proposal for the specific Other Work/Service to be performed, within three (3) business days of receipt of the notice. Such proposal shall include, but not be limited to, 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 HAS's written notice to the Contractor.
- 7.4 HAS's Options
- 7.4.1 Upon receipt of the Contractor's proposal, HAS has the option to reject the Contractor's proposal and require resubmission with the revised or additional information, or issue an OSR. Should HAS reject the Contractor's proposal and require resubmission, the Contractor shall resubmit a modified proposal within five (5) business days of receipt of HAS's written rejection.
- 7.5 Performance of Other Work/Service (OSR)
- 7.5.1 Upon approval by HAS of the modified proposal, an OSR will be issued. The Contractor shall commence performance within forty-eight (48) hours of receipt of a Purchase Order issued under this Section and shall diligently pursue to completion in accordance with the terms and conditions of this Agreement and the approved proposal. OSRs shall be invoiced separately from Basic Services.

7.6 Cost of Other Work/Service

7.6.1 The cost for Other Work/Service shall not exceed the rate specified in the Fee Schedule. Labor is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties. When Other Work/Services are performed in conjunction with Basic Services, the Contractor shall not receive additional compensation for labor.

7.7 Payment

7.7.1 When chargeable Other Work/Services have been accomplished, a copy of HAS's written request must accompany the Contractor's invoice of said OSR.

8.0 REPORTING REQUIREMENTS:

8.1 Contractor shall provide HAS with printed reports and electronic file of the work performed in a format approved by HAS.

8.1.1 IAH – reports will be submitted on a monthly basis.

8.1.2 HOU and EFD – reports will be submitted on a monthly basis or as requested by the airports.

8.2 Summary Report listing labor hour utilization per month (if applicable) to include but not limited to:

8.2.1 Hours by airport, building and location.

8.2.2 Square footage of areas cleaned by airport, building and location.

8.2.3 Summary by employee name, type of work and airport.

8.2.4 Square footage of inventory by airport, building and location.

8.2.5 Safety Program Plan (when update is required).

8.2.6 As per ANSI regulations, Contractor shall comply with the following inspection requirements:

8.2.6.1 Prior to use, the platform equipment shall be inspected by a competent person. Specifically, the components of the powered platform equipment and all safety devices including motors, brakes, wire rope, stirrups/hangers, decking, guardrails, electrical devices, rigging equipment, ropes, harnesses, rope grabs and lanyards shall be checked for their general condition. Those components which have defects shall be immediately removed from service, tagged or

marked with a label which states, "Dangerous, Do Not Use", then restored or destroyed. Improvised repairs are prohibited. The unit shall not be used until repairs have been made and the platform re-inspected. This must be noted in required reporting.

8.2.7 The following reporting period's frequency schedule.

8.3 Reports are due no later than fifteen (15) days following the period being reported, except as noted otherwise in this document. The reports shall be signed by the Director or Designee. Such signature shall be certification that all reports and information are accurate.

9.0 MINIMUM WAGE AND EMPLOYEE BENEFITS:

9.1 Contractor's employees shall receive the following minimum rates of pay during the term of this Agreement:

Contract Year	Minimum Hourly Rate
Year One	\$10.39
Year Two	\$11.22
Year Three	\$12.00
Year Four	\$12.00
Year Five	\$12.00 or as determined by applicable wage rate increase.

9.2 Notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of \$.50 (fifty cents) per hour below minimum hourly rate during their first six (6) months of employment and a rate of \$.25 (twenty-five cents) per hour below minimum hourly rate from the seventh through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelve months of employment.

9.3 Above Scale Employees

9.3.1 Any Personnel earning a wage rate in excess of the minimum hourly rate for any contract year shall, on the date of following years increase, be brought to the new specified minimum wage rate or shall receive a 3% wage increase, whichever is greater.

9.4 Pay Period

9.4.1 Personnel shall be paid at their location no less often than every two (2) weeks or twice a month, at the Contractor's option. For Contractor(s) electing twice a month payments, the pay date shall be the last work day before each designated pay date, if that date falls on a holiday or weekend.

9.5 Minimum Wage Increase

9.5.1 During the life of this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all Personnel covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. Contractor or its Subcontractors shall begin paying this increase within 45 days of the effective date of such law.

9.5.2 If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or his designee for increase of Personnel hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City will pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in Personnel hourly rates, as determined by the Director and/or designee.

9.6 Compliance Verification

9.6.1 No more than one week after the close of a pay period, Contractor shall submit a certified copy of its or its Subcontractor's payrolls showing classifications and wages paid for each personnel to the Office of Business Opportunity.

9.6.2 If after the Effective Date, any charge is filed against the Contractor or any of its Subcontractors with the National Labor Relations Board (NLRB), then Contractor shall provide the Director and/or his designee a copy of the charge and keep the Director and/or his designee informed of the proceedings and ultimate resolution.

10.0 LABOR RELATIONS PLAN:

10.1 Contractor shall be to submit an explanation of how they plan to maintain harmonious relations with organized labor. Contractor must submit a form Labor Relations Plan prior to the Effective Date and may supplement it with additional documents.

11.0 COMPLIANCE BARGAINING AGREEMENT OR LABOR RELATIONS PLAN:

11.1 If Contractor and its Subcontractors have an existing collective bargaining agreement with a union that would be applicable to personnel who would be working on the City's facilities, then a copy of the complete agreement shall be included in the bid packages.

11.2 If Contractor and its Subcontractors do not have an applicable existing collective bargaining agreement, then Contractor shall describe how it would maintain labor peace by:

- Stating what their response would be to any union organizing drive; and
 - Describing what policies or procedures they would utilize in order to enable Personnel to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment.
- 11.3 If Contractor or its Subcontractor have ever had an unfair labor practice charge filed against them with the National Labor Relations Board (NLRB) in the past ten years, then a copy of the charge and a detailed description of the resolution shall be included in the bid packages.
- 11.4 The Contractor may provide any other information it believes shall explain its plan for maintaining labor peace or its history of labor relations.

12.0 WAGE, THEFT, AND PREVENTION:

- 12.1 Contractor and its subcontractors(s) shall comply with all applicable federal, state and local wage an hour laws, including the City's Wage Theft Ordinance as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

13.0 CONTRACTOR'S PERSONNEL:

- 13.1 The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contractor's Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times.
- 13.1.1 Contractor's personnel shall be required to be properly trained and competent to perform the duties of their positions and must possess adequate communication and English language skills to accurately provide information to the public and to respond to routine and emergency communications by telephone or radio.
- 13.1.2 Contractor's personnel shall be properly uniformed, displaying their company logo, wearing non-slip shoes, clean and neat in appearance while on duty, and shall deal with members of the public, including parking patrons, in a prompt, polite and businesslike manner.
- 13.1.3 The Contractor shall remove from the Airport work site any Contractor's employee on or invited by it, onto the Airport, when the Manager of Aviation notifies the Contractor in writing that such person:
- (a) is, in the sole opinion of the Manager of Aviation or his/her designee, incompetent, unfit or disorderly; or
 - (b) has used profane or abusive language or behavior towards any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Manager of Aviation or his/her designee.

13.2 Employee Driver License Records

13.2.1 Contractor employees driving Contractor provided vehicles under this proposed Contract are required to maintain an excellent driving record. Drivers having a driving record unacceptable to the City's Insurance Underwriter will be assigned by the Contractor to a non-driving job if available.

13.2.2 All Contractor personnel assigned at the Houston Airports who drive vehicles in the course of their work under this proposed Contract shall obtain and maintain a Texas Class "C" driver's license and Airport identification badge at all times during their employment at the Airport.

13.3 Contractor's Project Manager

13.3.1 The Contractor shall provide a Project Manager, trained, qualified and acceptable to the Airport's Contract Administrator, exclusively for this Contract. The Project Manager shall be responsible for the overall management and coordination of this agreement and shall have at least five (5) years directly related management experience on projects of similar size and scope. The Project Manager shall be available by means of a local or toll-free telephone number during normal working hours 8:00 AM – 5:00 PM and shall act as the central point of contact with HAS. The use of telephone recording and/or answering devices or services is NOT acceptable for this requirement. When work under this Agreement is performed during other than normal working hours, a supervisor may be designated by the Contractor to act for the Project Manager. The Project Manager shall have full authority to act for the Contractor at all times to carry out the provisions of this Contract. If the Project Manager is absent, the Contractor shall, at all times, provide an equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.

13.4 Designation of Project Manger

13.4.1 Contractor shall provide the name of the individual designated as Project Manager and evidence of the individual's experience to HAS in writing during Contractor's phase-in. The Contractor shall provide written notice to HAS fourteen days prior to any subsequent change of Project Manager.

13.5 Supervision

13.5.1 Contractor shall ensure that all work required by the Agreement is supervised by a working supervisor responsible for directing the work. The working Supervisor shall have a minimum of five (5) years directly related supervisory experience on projects of similar size and scope. Contractor shall ensure that the working supervisor is available at all times while work is in progress to receive notices, reports, or requests from HAS' designated representatives. Contractor shall be required to contact HAS' designated representatives for special instructions.

13.5.2 Contractor shall provide the necessary number of personnel required to perform the tasks necessary to accomplish the scope of work detailed herein. Should HAS determine that Contractor is not meeting the Agreement responsibilities with Contractor's staff, then HAS will request that Contractor increase its staff to meet Agreement obligations. Contractor understands that Contractor is fully responsible to increase its staff at no cost to HAS as required to fulfill the requirements of the Agreement. When requested by HAS, as a result of failure to adequately provide the service, Contractor shall provide additional personnel to resolve immediate problems related to under-staffing in addition to increasing its staff at no cost to HAS.

13.5.3 The Project Manager and/or working supervisor shall make inspections to ensure the work is performed as specified. The Project Manager shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Project Manager shall provide a copy of all inspection reports to the Contract Administrator each day or as otherwise requested.

13.5.4 Contractor shall establish communications link with HAS for the duration of the Agreement. Contractor shall provide home/office/mobile phone and pager numbers where HAS can contact or leave a message on a 24/7 basis. Contractor shall respond to messages within one hour.

13.6 Duty Assignment

13.6.1 The personnel assigned to a specific area shall be used exclusively in that area and will not perform other or additional duties specified herein during that shift, unless approved by the Contract Administrator.

13.6.2 The Contract Administrator may at any time request the Contractor to reassign an employee away from the Houston Airport System.

13.6.3 It is understood and agreed by the City and the Contractor that the Contractor is retained as an independent Contractor and in no event shall any employee hired by the Contractor be or be considered an employee of the City.

13.7 Employee List

13.7.1 Contractor shall provide a list of all Contractor employees to HAS during Contractor's Phase-In. The list must state each employee's name and job title. Contractor shall provide written notification to HAS prior to making employees changes i.e. new project manager, adding new employees, reassignment of staff, etc.

13.8 Contractor Uniforms

13.8.1 Contractor's personnel assigned to work under this agreement shall wear appropriate uniforms and badges that will reflect positively on each facility

and the Houston Airport System. HAS shall have the right to approve the uniforms.

14.0 HEALTH AND SAFETY REQUIREMENTS:

14.1 Regulatory Requirements

14.1.1 To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, the Contractor shall comply with all current and revised 29 CFR 1010, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time.

14.1.2 Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements and American National Standards Institute (ANSI) regulations as applicable for services performed herein, including but not limited to the following:

14.2 Safety

14.2.1 Contractor personnel shall wear applicable personal protection equipment at all times.

14.2.2 Contractor personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.

14.2.3 Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

14.2.4 Contractor shall develop, implement and maintain an on-going safety program plan concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

14.2.5 Contractor's Safety Program Plan shall be submitted to the Director and/or designee and updated every six months.

14.3 Stop-Work

14.3.1 Contractor shall be responsible for the enforcement of all safety requirements for any work performed under this Agreement. If Contractor fails or refuses to promptly comply with safety requirements, HAS may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contract Administrator, if they feel any Health and Safety Requirements have been violated, may request the Contractor to reassign an employee away from HAS. No part of the time lost due to any such order will be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

14.4 Damage Reports

14.4.1 In all instances where any HAS property or equipment, i.e. furniture, building, fixtures, etc., is damaged by the Contractor, the damage must be reported immediately, and a written Damage Report must be delivered to the Contract Administrator within 24 hours of the occurrence, to include weekends and holidays. The report shall explain the circumstances of the accident and the extent of damage to include at a minimum, date, time, exact location, parties involved, witnesses, circumstances of occurrence, and pictures if available. Contractor shall bear all costs of repairing or replacing damaged property.

14.5 Accident and Damage Reports

14.5.1 Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. An accident and/or damage incident must be reported immediately, and a written report must be delivered to the Contractor Administrator within 24 hours of the occurrence, to include weekends and holidays. The report shall explain the circumstances of the accident and the extent of damage to include at a minimum, date, time, exact location, parties involved, witnesses, circumstances of occurrence, pictures if available, root cause analysis, and proper corrective actions to prevent reoccurrence. Contractor shall cooperate with the HAS Safety Officer, providing written documentation and any information required for their records.

14.6 Environmental Requirements

14.6.1 The City is committed to sustainability as a core business value to improve efficiencies in resource use, reduce environmental impacts, and invoke broad cultural changes that protect public health and the environment.

14.6.2 Contractor shall comply with all applicable federal, state, and local environmental protective laws, regulations and standards. Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions must be coordinated with the HAS Environmental group.

14.6.3 Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of HAS must be aware of and comply with all applicable federal, state and local environmental protection laws, regulations and standards.

15.0 EMERGENCY RESPONSE:

15.1 Emergency operations may require immediate response and attention. In such cases, HAS may require the Contractor to divert its force, or such part as necessary, from normal duties to emergency operations in building areas covered by this Agreement. Upon completion of emergency work, Contractor's employees shall return to their assigned work and areas.

16.0 TRAINING:

16.1 Contractor shall provide an employee training program covering the safe and proper use of cleaning products and equipment, and all phases of the cleaning services including individual job responsibilities detailed in this Agreement. The Contractor's training program must include initial training and refresher training. Copies of the Contractor's Training Program, Standard Operating Procedures, and Cleaning Standards shall be provided to HAS if requested by the Contract Administrator. The Contractor shall update its training program to keep current with new procedures, techniques, products, equipment, and facilities. Contractor shall keep accurate records of employee's initial and ongoing training. Contractor shall provide training at its expense and no additional compensation shall be provided by the City.

16.2 At a minimum the following topics shall be included, conducted, and documented in the Contractor's Training Program.

16.2.1 OSHA requirements (29 CFR 1910)

For Reference below is a partial list:

- Personal Protective Equipment (PPE) (eye protection, hand protection, foot protection, etc.)
- Ladder Safety (proper use and inspection)
- Fall Protection (aerial lift, fall restraint/arrest, etc.)
- Ergonomics (lifting and pushing/pulling)
- Electrical Safety (extension cord use/inspection, GFCIs, etc.)

16.2.2 Hazard Communication (29 CFR 1910.1200).

16.2.3 Equipment usage in accordance with all manufacturer's recommendations.

16.2.4 Job hazard analysis or job safety analysis outlining proper cleaning procedures, hazards (biological, physical, and chemical), administrative controls, engineering controls, personal protective equipment (PPE), and proper waste management.

16.2.5 Emergency event or response procedures

- Evacuation routes, meeting/rally locations, and headcount procedures
- Active Shooter (Run, Hide, Fight)

- Unattended packages or bags
- Fire safety (fire Extinguisher)
- Inclement weather (i.e. tornadoes, etc.)

17.0 SECURITY AND BADGES:

17.1 The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Director and/or his designee and escorted by authorized City Personnel. The Contractor shall not move any Contractor owned vehicles on and off aprons or within the AOA without prior authorization.

17.2 Airport Security

17.2.1 The Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, the Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

17.3 Badging

17.3.1 IAH, HOU, &, EFD: Contractor shall comply with all applicable Federal rules governing security at the Airports, as may be amended from time to time.

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

17.3.3 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of the badges, which is subject to change, is currently \$55.00 each at (IAH) and (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history checks are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements thereof. Contractor's personnel will be charged for replacement badges at the current rate. The current rate for badge renewals is \$16 each.

17.3.4 The contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

17.4 Airport Customs Security Area Bond

17.4.1 In accordance with Title 19 of the Code of Federal Regulations, Part 113, the Contractor shall obtain an Airport Customs Security Bond in order to have access to the Federal Inspection Station (FIS), and One Stop Cargo and Fumigation Facility at IAH and HOU. Upon award, the Contractor shall obtain the requisite bond form and instructions from the Department of Homeland Security, U.S. Customs and Border Protection.

18.0 TRANSPORTATION AND PARKING:

18.1 Contractor shall park its vehicles in areas designated by the Director and/or designee at its own cost. All transportation activities of Contractor or its subcontractors necessary to perform under the Agreement must be provided by Contractor.

19.0 PRE-PERFORMANCE CONFERENCE:

19.1 The Contractor shall attend a pre-performance conference to be held at an HAS location. This conference will be held prior to commencement of any work under this Agreement. Items to be address include, but are not limited to, the following:

19.1.1 Start-Up, Phase-In and Performance Schedules.

19.1.2 Contract Administration.

19.1.3 Facilities Utilization.

19.1.4 Channels of Communication

19.1.5 Procedures to be used to ensure Agreement requirements are met (Quality Control Plan).

19.1.6 Plans and management procedures for logistical administration support of all functions (i.e. Contractor furnished supplies and equipment).

20.0 SERVICE CREDITS:

20.1 At the Director's and/or designee's discretion, Services Credits may be applied, per Exhibit "B-2." Multiple Service Credits may be applicable.

21.0 WORK COORDINATION:

21.1 IAH – Contractor shall coordinate the Work with Contract Services Contract Administrator. Contract information will be provided at the Pre-Performance Conference.

- 21.2 HOU – Contractor shall coordinate the Work with Facilities Management. Contact information will be provided at the Pre-Performance Conference.
- 21.3 EFD – Contractor shall coordinate the Work with Facilities Inspector. Contact information will be provided at the Pre-Performance Conference.

22.0 INVOICING:

22.1 Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director and/or designee; invoices must be accompanied by support documents requested by the Director and/or designee.

22.2 Each invoice submitted shall 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

22.3 HAS will accept invoices submitted electronically along with required support information, such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, etc. Each invoice should be in a PDF or TIFF format. Multiple invoices can be submitted in a single e-mail.

22.3.1 Requirements are as follows:

22.3.1.1 Submit invoices in “PDF” or “TIFF” format.

22.3.1.2 Submit to has.accounts payable@houston.tx.gov

22.4 Invoices submitted for services performed as the result of change orders require copies of the applicable change order to be attached to the original and each of two (2) invoice copies.

22.5 Invoices submitted for services performed as the result of Other Work/Services require a copy of the Director’s and/or designee’s written request to be attached to the original and each of the two (2) invoice copies.

23.0 PUBLIC RELATIONS:

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

24.0 PHASE-IN:

24.1 Contractor shall be given up to 30 days Phase-In period to accomplish a smooth and successful transition of services. Contractor's Phase-In period begins upon receipt of a Phase-In Notice from the Director and/or designee. On the Phase-In start date, Contractor shall provide on-site, at a minimum, key personnel at IAH and HOU. Contractor shall familiarize itself with responsibilities for the window and glass surfaces cleaning services. Contractor shall not be responsible for providing window and glass surfaces cleaning services maintenance services during the Phase-In period. *Contractor will not be paid for Phase-In Services.*

24.2 Contractor's Phase-In Responsibilities

24.2.1 During the Phase-In period, the Contractor must recruit and transfer personnel, train personnel, arrange for security badges, establish management procedures, set up records, and otherwise prepare to provide cleaning services in accordance with the terms of this Agreement.

24.2.2 Contractor shall designate a Project Manager; develop an employee list; prepare a full project schedule detailing the responsibilities of assigned personnel; provide a Training Plan and prepare a Contingency Plan for Emergencies, create a Quality Control Plan; produce a List of Chemicals to be used and attach corresponding SDS sheets; and develop an Inspection Checklist. Contractor shall submit these to HAS for approval. The Phase-In period will end at issuance of the official Notice to Proceed, at which time, Contractor shall assume full cleaning service responsibility.

25.0 PHASE-OUT:

25.1 Contractor is advised that the services provided under this Agreement are vital to HAS' overall efforts to provide a safe and efficient Airport environment; that continuity thereof must be maintained at a consistently high level without interruption; that upon termination of the Agreement, a successor may continue these services; that its successor contractor will receive phase-in orientation by Contractor; and that Contractor must cooperate in order to effect an orderly and efficient transition. Accordingly, Contractor shall provide Phase-Out services for up to 30 days before expiration of the Agreement to the successor contractor at no additional charge to HAS. Phase-out orientation comprises a maximum of thirty (30) working days, 8 hours per day. Orientation shall include work procedures, record keeping, and reports. Contractor shall be responsible for providing the services called for by this Agreement during its Phase-out period.

26.0 SAFETY DATA SHEETS (SDS):

26.1 Contractor shall maintain a Hazard Communication Program (HAZCOM) that meets or exceeds 29 CFR 1910.1200, including: annual HAZCOM training for all employees, properly labeling all containers, maintaining and posting or having readily available an accurate Safety Data Sheet binder/book. An SDS shall accompany each product shipment to the facilities.

26.2 The Contractor shall furnish the Director and/or designee with all SDSs for each product used in each facility.

27.0 PERFORMANCE EVALUATION MEETINGS:

27.1 Contractor's Project Manager shall meet with HAS at least weekly during the first month of this Agreement and once per month thereafter at the discretion of the Director and/or his designee to discuss Contractor's performance. HAS reserves the right to change the frequency of the meetings depending upon the quality of service provided by the Contractor. The Contractor shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director and/or his designee and issue copies of the minutes within four (4) business days of each meeting.

28.0 CONTINGENCIES:

28.1 HAS must meet certain objectives of readiness for emergencies, to include but not limited to, natural disasters and other contingencies and must react to such contingencies without delay. Such reaction may have an impact upon the Contractor's operation. In order to plan for such events, the Contractor shall prepare a Contingency plan during the Contractor's Phase-In showing in detail how the Contractor shall act in the event of:

28.1.1 Natural disasters such as a major storm, flood, high winds or inclement weather plans.

28.1.2 Labor dispute or strike by the Contractor personnel.

28.2 The Plan shall be updated on an annual basis or as changes occur and submitted to the City.

29.0 QUALITY ASSURANCE (QA):

29.1 HAS may use a variety of inspection methods to evaluate Contractor's performance including performance review meetings, Contractor Administration records detailing any late or defective service and customer complaints.

- 29.2 HAS maintains the right to conduct inspections of the cleaning records and logs without prior notice to the Contractor. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.
- 29.3 All deficiencies identified through an inspection require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within ten (10) business days of receipt of report.

30.0 PROTECTION/PROPERTY DAMAGE:

- 30.1 Contractor shall bear all costs associated with any damage that results from Contractor's and their Subcontractor's negligence during the Work activities including but not limited to window tint, carpet, floors, seating, plants and furniture.
- 30.2 Contractor shall ensure its lifting devices and equipment do not damage building surfaces.
- 30.3 Contractor shall cover or otherwise protect pedestrians, vehicles, ground surfaces, grass, plants, shrubbery, and other real property, lighting, sidewalks, and signage in the work site area from damage, water, and wash solutions.

31.0 DISPOSAL/CLEAN-UP:

- 31.1 Contractor shall be responsible for reclaiming water and the disposal of all waste or hazardous materials resulting from the work under this Agreement. Handling, transport, and disposal of waste or hazardous materials shall be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall perform final clean-up of the work area prior to requesting a final inspection of the completed work.

32.0 STAGING AREA:

- 32.1 HAS shall provide the Contractor with a temporary lay-down area to accomplish the work. HAS shall assume no responsibility for the Contractor's property.

33.0 UTILITIES:

- 33.1 HAS shall provide electric and water hook-up at no cost to Contractor. The water shall be turned off when not in use.

34.0 WORK HOURS:

- 34.1 Contractor's normal work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except as otherwise directed by the Director and/or designee. Contractor shall perform the work in such a manner as to prevent inconvenience to Airport patrons, HAS personnel and other users of the Airport. At the direction of the

Director and/or designee, the Contractor shall modify its cleaning schedule on a 24/7 basis.

35.0 SUPPLIES:

- 35.1 Contractor shall use cleaning supplies designed for commercial window and glass surfaces. The cleaning supplies shall not be harmful to environment and surfaces with which they come in contact.
- 35.2 Contractor shall submit with its bid, and on an ongoing basis, a list of all supplies, materials, and equipment to be used in the performance of the work required by the Agreement, including, but not limited to SDS Documents. Chemical products shall be in their original labeled containers. Labels shall include the chemical name, instructions for use and hazards.

36.0 SUBCONTRACTORS:

- 36.1 Contractor shall manage, control and be responsible for all the work performed by its subcontractors/agents. A complete list of all subcontractors shall be submitted to the Director and/or designee for approval prior to Subcontractor/Agent commencing work. Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

37.0 EQUIPMENT:

- 37.1 Contractor shall ensure that appropriate equipment is available on-site when needed. Contractor's equipment, i.e., ladders, safety equipment, lift devices and scaffolds, shall be in good working condition. Contractor's equipment shall not damage HAS facilities.
- 37.2 The use of self-propelled platform lift device(s) in lieu of suspended basket(s) is mandatory for cleaning exterior windows and glass surfaces at each HAS facility.
- 37.3 The Contractor shall promptly remove all equipment and supplies from the work site as work is completed. The City will not be responsible for storing Contractor's supplies and equipment.

38.0 MAINTENANCE MANAGEMENT SYSTEM (MMS):

- 38.1 At the Director's discretion, the Contractor shall utilize HAS provided Maintenance Management System at no additional cost to HAS.

39.0 CONTRACTOR'S LIABILITY:

- 39.1 In addition to insurance which is required by statute or City Ordinance, the Contractor understands that it shall be liable to the City for any damage caused to City property or any individual or accident caused by Contractor or may occur in the course of performance of cleaning City facilities.

39.2 Contractor is responsible for their equipment damaging City property. Contractor shall replace or repair any City property or windows, glass, and exterior surfaces damaged by their negligence at no cost to the City.

40.0 CLEANING WARRANTY:

40.1 The Contractor warrants that all work performed under the Agreement shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the United States for services of like kind. The Contractor further warrants that all work performed under the Agreement shall be performed by trained and skilled persons having substantial experience in the window and glass cleaning business.

41.0 INTERLOCAL AGREEMENT:

41.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through Interlocal Agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

42.0 ESTIMATED QUANTITIES NOT GUARANTEED:

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

**EXHIBIT BB
HAS FACILITIES**

Bush Intercontinental Airport (IAH)

2.1.1	Terminal A	2800 North Terminal Rd, Houston, TX 77032
2.1.2	Terminal C	3500 North Terminal Rd, Houston, TX 77032
2.1.3	Terminal D	3700 North Terminal Rd, Houston, TX 77032
2.1.4	Federal Inspection Facility (Including Ticket Level and Meet/Greet Lobby)	3870 North Terminal Rd, Houston, TX 77032
2.1.5	Skyway	2800 North Terminal Rd, Houston, TX 77032
2.1.6	Subway	2800 North Terminal Rd, Houston, TX 77032
2.1.7	Airfield Operations Area (AOA)	2800 North Terminal Rd, Houston, TX 77032
2.1.8	Administrative Building	16930 JFK Boulevard, Houston, TX 77032
2.1.9	Supply Chain Management (SCM)	18600 Lee Rd, Humble, TX 77338
2.1.10	Project Managers Office	111 Standifer St, Houston, TX 77338
2.1.11	Cargo One Stop	19851 Lee Rd, Humble, TX 77338
2.1.12	ARFF Station 54	19006 Aldine Westfield, Houston, TX 77073
2.1.13	ARFF Station 92	18500 Lee Rd, Humble, TX 77338
2.1.14	ARFF Station 99	18580 Chanute, Houston, TX 77032

Ellington Airport (EFD)

2.1.15	B510 Administrative Bldg.	11602 Aerospace Ave. Houston, TX 77034
2.1.16	New ATC Tower	11501 Brantly Ave. Houston, TX 77034
2.1.17	Spaceport Facility	13150 Space Center Blvd, Houston, TX 77034
2.1.18	HPD Facility	11800 Kirk, Houston, TX 77034

Hobby Airport (HOU)

2.1.19	William P. Hobby Airport	7800 Airport Blvd, Houston, TX 77051
2.1.20	FAA Building	8800 Paul B. Koonce St, Houston, TX 77061
2.1.21	Satellite Utility Plant	7800 Airport Blvd, Houston, TX 77051

**EXHIBIT B-1
WORK SCHEDULE**

BUSH INTERCONTINENTAL AIRPORT	Total Sq. Ft	Run to Fail		Industry Standard		Best In Class	
		Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq	Total Sq. Ft. Per Year
Terminal A							
Main Terminal Building							
Exterior Surface North Face, West Face, South Face, East Face	11,898	6	71,388	6	71,388	52	618,696
Exterior Surface North, South, & West Sides - First Floor	3,080	26	80,080	52	160,160	52	160,160
Interior Surface North Face, West Face, South Face, East Face	8,886	6	53,316	6	53,316	52	462,072
Subtotal	23,864	38	204,784	64	284,864	156	1,240,928
Mezzanine (North, West, South & East Faces)							
Exterior Surface Mezzanine North, West, South, East	2,640	2	5,280	2	5,280	12	31,680
Interior Surface Mezzanine North, West, South, East	2,640	1	2,640	1	2,640	12	31,680
Subtotal	5,280	3	7,920	3	7,920	24	63,360
New Atriums Mezzanine (North, West, South & East Faces)							
New Atrium Mezzanine Exterior Surfaces	3,040	1	3,040	1	3,040	4	12,160
Subtotal	3,040	1	3,040	1	3,040	4	12,160
South Concourse							
Exterior Surface North, West, South & East Faces	11,870	3	35,610	3	35,610	3	35,610
Interior Surface North, West, South & East Faces	6,534	12	78,408	52	339,768	52	339,768

	Subtotal	18,404	15	114,018	55	375,378	55	375,378
South Concourse Pedestrian Bridge								
Exterior Surfaces		3,168	3	9,504	3	9,504	4	12,672
Interior Surfaces		4,664	26	121,264	26	121,264	26	121,264
	Subtotal	7,832	29	130,768	29	130,768	30	133,936
South Concourse Bag Belt Bridge								
Exterior Surfaces		2,992	3	8,976	3	8,976	4	11,968
	Subtotal	2,992	3	8,976	3	8,976	4	11,968
South Concourse Skylight								
Both Surfaces		5,692	1	5,692	1	5,692	4	22,768
	Subtotal	5,692	1	5,692	1	5,692	4	22,768
North Concourse								
Exterior Surface North, West, South & East Faces		14,420	3	43,260	3	43,260	4	57,680
Interior Surface North, West, South & East Faces		8,618	12	103,416	52	448,136	52	448,136
	Subtotal	23,038	15	146,676	55	491,396	56	505,816
North Concourse Pedestrian Bridge								
Exterior Surfaces		3,168	1	3,168	3	9,504	26	82,368
Interior Surfaces		4,664	26	121,264	26	121,264	26	121,264
	Subtotal	7,832	27	124,432	29	130,768	52	203,632
North Concourse Bag Belt Bridge								
Exterior Surfaces		2,992	3	8,976	3	8,976	4	11,968

	Subtotal	2,992	3	8,976	3	8,976	4	11,968
North Concourse Skylight								
Both Surfaces		5,692	1	5,692	1	5,692	4	22,768
	Subtotal	5,692	1	5,692	1	5,692	4	22,768
Aviation Com Center & Badging Area								
Exterior Surfaces		752	12	9,024	12	9,024	12	9,024
	Subtotal	752	12	9,024	12	9,024	12	9,024
Expansion Area N/E Corner (Slanted Large Glass)								
Exterior Surfaces		2,200	12	26,400	12	26,400	12	26,400
Interior Surfaces		2,200	6	13,200	6	13,200	12	26,400
	Subtotal	4,400	18	39,600	18	39,600	24	52,800
Expansion Area S/E Corner (Slanted Large Glass)								
Exterior Surfaces		2,200	12	26,400	12	26,400	12	26,400
Interior Surfaces		2,200	6	13,200	6	13,200	12	26,400
	Subtotal	4,400	18	39,600	18	39,600	24	52,800
Expansion Area S/E Rotunda (Towards A/B Garage)								
Exterior Surfaces		3,150	12	37,800	12	37,800	12	37,800
Rotunda Glass Panels		318	6	1,908	6	1,908	12	3,816
	Subtotal	3,468	18	39,708	18	39,708	24	41,616
Expansion Area N/W Corner (Comm Center Exit)								
Level 1 Interior/Exterior Surfaces		286	4	1,144	4	1,144	4	1,144

Level 2 And 3 Exterior Surfaces	286	4	1,144	4	1,144	4	1,144
Subtotal	572	8	2,288	8	2,288	8	2,288
Expansion Area S/W Corner (Gt Office)							
Level 1 Interior/Exterior Surfaces	358	4	1,432	4	1,432	4	1,432
Level 2, 3, And 4 Exterior Surfaces	358	4	1,432	4	1,432	4	1,432
Subtotal	716	8	2,864	8	2,864	8	2,864
Terminal "A" Exterior Metal Panels							
North, South,West Sides & NE, SW Corners	11,586	3	34,758	6	69,516	12	139,032
North & South Pedestrian Bridges	13,272	3	39,816	6	79,632	12	159,264
North & South Bag Belt Bridge Panels	14,616	3	43,848	6	87,696	12	175,392
Subtotal	39,474	9	118,422	18	236,844	36	473,688
Total Terminal A	160,440	227	1,012,480	344	1,823,398	529	3,239,762
Terminal C							
Checkpoint Area West Side, Crosswalk (Towards C-West Garage)							
Exterior Surfaces	568	6	3,408	6	3,408	6	3,408
Subtotal	568	6	3,408	6	3,408	6	3,408
North Concourse Gates (Future Terminal D West)							
Exterior Surfaces	4,712	6	28,272	26	122,512	52	245,024
Interior Surfaces	4,712	6	28,272	52	245,024	52	245,024
Subtotal	9,424	12	56,544	78	367,536	104	490,048

Total Terminal C		9,992	18	59,952	84	370,944	110	493,456
Terminal D								
Southside Terminal (Excluding Doors & Vestibules) Ticketing Level								
Exterior Surfaces		3,404	26	88,504	26	88,504	52	177,008
Interior Surfaces		3,404	26	88,504	52	177,008	52	177,008
	Subtotal	6,808	52	177,008	78	265,512	104	354,016
Terminal D Gates North (1-12) Including Secure Corridor								
Exterior Surfaces		13,124	6	78,744	26	341,224	52	682,448
Interior Surfaces		13,124	6	78,744	52	682,448	52	682,448
	Subtotal	26,248	12	157,488	78	1,023,672	104	1,364,896
Southside Terminal Facing North Terminal Rd.								
Level 1 Both Surfaces		6,072	26	157,872	52	315,744	52	315,744
Level 2 , 3, & 4 Both Surfaces		18,216	4	72,864	4	72,864	4	72,864
	Subtotal	24,288	30	230,736	56	388,608	56	388,608
Southside East Passenger Walkway Windows By D-12								
Both Surfaces		2,520	4	10,080	4	10,080	4	10,080
	Subtotal	2,520	4	10,080	4	10,080	4	10,080
East Side Main Terminal (Ground Floor Next To Parking Lot)								
Both Surfaces		1,440	6	8,640	6	8,640	6	8,640
	Subtotal	1,440	6	8,640	6	8,640	6	8,640

West Side Main Terminal (Ground Floor Garage Entry Side)							
Both Surfaces	2,728	6	16,368	6	16,368	6	16,368
Subtotal	2,728	6	16,368	6	16,368	6	16,368
Terminal D To C Link North & South - Departure Level (Along Moving Sidewalks)							
Both Surfaces	1,776	6	10,656	6	10,656	6	10,656
Subtotal	1,776	6	10,656	6	10,656	6	10,656
Terminal D Mezzanine Level (Offices & Lobby)							
Art Glass Exterior	898	4	3,592	6	5,388	12	10,776
Art Glass Interior	898	26	23,348	52	46,696	52	46,696
Office Windows (both)	623	4	2,492	4	2,492	4	2,492
Subtotal	2,419	34	29,432	62	54,576	68	59,964
Terminal D Exterior Metal Panels							
Airside & Landside Metal Panels	59,614	3	178,842	6	357,684	12	715,368
Two Penthouse Metal Panels (Mechanical Equipment Room On Roof)	13,031	3	39,093	6	78,186	12	156,372
Loading Ramps (6) Metal Panels (Passenger Loading Ramps To Jetbridges)	21,808	3	65,424	6	130,848	12	261,696
Subtotal	94,453	9	283,359	18	566,718	36	1,133,436
Total Terminal D	162,680	159	923,767	314	2,344,830	390	3,346,664
FIS Complex							
North and South Side Main Bldg. (CBP Processing Area)							
Both Surfaces	73,122	2	146,244	4	292,488	4	292,488

	Subtotal	73,122	2	146,244	4	292,488	4	292,488
West End Departures & Arrivals Level								
Both Surfaces		14,238	26	370,188	52	740,376	52	740,376
	Subtotal	14,238	26	370,188	52	740,376	52	740,376
Skylight West Of Atrium North & South Side Main Bldg.								
Both Surfaces		22,400	2	44,800	4	89,600	4	89,600
	Subtotal	22,400	2	44,800	4	89,600	4	89,600
North West Sterile Bridge From D To FIS (By Skyway Station)								
Both Surfaces		8,084	3	24,252	6	48,504	12	97,008
	Subtotal	8,084	3	24,252	6	48,504	12	97,008
North East Secure Bridge From D To Customs (Welcome To Houston Sign)								
Both Surfaces		8,360	3	25,080	6	50,160	12	100,320
	Subtotal	8,360	3	25,080	6	50,160	12	100,320
South West Sterile Bridge From E To FIS								
Both Surfaces		7,200	2	14,400	3	21,600	4	28,800
	Subtotal	7,200	2	14,400	3	21,600	4	28,800
South East Secure Bridge, Escalator Enclosures From Terminal E To Customs								
Both Surfaces		3,008	2	6,016	3	9,024	4	12,032
	Subtotal	3,008	2	6,016	3	9,024	4	12,032
Semi-Circular Skylight Over TSA Checkpoint								
Both Surfaces		9,328	1	9,328	2	18,656	4	37,312

	Subtotal	9,328	1	9,328	2	18,656	4	37,312
Skywall East End Of FIS Building								
Both Surfaces		9,816	1	9,816	2	19,632	4	39,264
	Subtotal	9,816	1	9,816	2	19,632	4	39,264
Roof Level								
End Slopes Both Surfaces		3,250	1	3,250	2	6,500	4	13,000
Glass Connecting Slopes		5,000	1	5,000	2	10,000	4	20,000
Center Atrium Above Entry Booths (Roof Level)		2,500	1	2,500	2	5,000	4	10,000
	Subtotal	10,750	3	10,750	6	21,500	12	43,000
	Total FIS	166,306	45	660,874	88	1,311,540	112	1,480,200
Subway								
Glass Autodoors At Stairwells # 1 Through # 10								
Both Surfaces		1,560	12	18,720	12	18,720	12	18,720
	Subtotal	1,560	12	18,720	12	18,720	12	18,720
Subway Train Stations All Exterior Glass Surfaces								
Exterior Surfaces		648	12	7,776	12	7,776	12	7,776
	Subtotal	648	12	7,776	12	7,776	12	7,776
	Total Subway	2,208	24	26,496	24	26,496	24	26,496
Skyway								
Exterior/Interior Station Level - Terminals A, B, C, D/E								

Exterior Surfaces	18,661	12	223,932	12	223,932	12	223,932
Interior Surfaces	18,661	12	223,932	26	485,186	52	970,372
Subtotal	37,322	24	447,864	38	709,118	64	1,194,304
Skyway Station Doors - Terminals A, B, C, D/E							
Exterior Surfaces Only	1,820	12	21,840	12	21,840	26	47,320
Interior Surfaces	1,820	12	21,840	52	94,640	52	94,640
Subtotal	3,640	24	43,680	64	116,480	78	141,960
Terminal A North/South Secure Walkway (N/S Connector)							
Exterior Surface North, West, South, And East Faces	21,000	3	63,000	6	126,000	6	126,000
Interior Surface North, West, South, And East Faces	21,000	12	252,000	12	252,000	12	252,000
Exterior North & South Ends	13,056	3	39,168	6	78,336	6	78,336
Interior North & South Ends	13,056	6	78,336	12	156,672	12	156,672
Subtotal	68,112	24	432,504	36	613,008	36	613,008
Terminal A Elevator Shaft							
Glass Partitions Exterior Surfaces	1,100	6	6,600	6	6,600	6	6,600
Subtotal	1,100	6	6,600	6	6,600	6	6,600
Skyway Entry Terminal A							
Exterior Surfaces	3,504	3	10,512	6	21,024	12	42,048
Interior Surfaces	3,605	12	43,260	26	93,730	52	187,460
Subtotal	7,109	15	53,772	32	114,754	64	229,508

	Total Skyway	117,283	93	984,420	176	1,559,960	248	2,185,380
Convex Mirrors								
Mirrors Located At Tug Tunnels & Apron Areas - 32 Total	32	1	32	4	128	12	384	
	Total Convex Mirrors	32	1	32	4	128	12	384
	Subtotal of Bush Intercontinental Airport	618,941	567	3,668,021	1,034	7,437,296	1,425	10,772,342

Administrative Building								
All Windows Exterior Surfaces	26,036	6	156,216	12	312,432	26	676,936	
All Windows Interior Surfaces	26,036	6	156,216	6	156,216	12	312,432	
Lobby Windows Interior / Exterior Surfaces	3,684	6	22,104	6	22,104	12	44,208	
Glass Walls In Directors Office & Conference Room Both Surfaces	3,116	6	18,696	6	18,696	12	37,392	
Exterior Metal Panels	16,678	2	33,356	4	66,712	6	100,068	
	Total Administrative Building	75,550	26	386,588	34	576,160	68	1,171,036

Fire Stations								
Station 54 All Interior Windows & Doors								
All Windows Both Surfaces	184	2	368	2	368	4	736	
All Doors Both Surfaces	1,080	2	2,160	2	2,160	4	4,320	
	Subtotal	1,264	4	2,528	4	2,528	8	5,056
Station 92 All Interior Windows & Doors								
All Windows Both Surfaces	530	2	1,060	2	1,060	4	2,120	

All Doors Both Surfaces	512	2	1,024	2	1,024	4	2,048
Subtotal	1,042	4	2,084	4	2,084	8	4,168
Station 99 All Interior Windows & Doors							
All Windows Both Surfaces	184	2	368	2	368	4	736
All Doors Both Surfaces	1,080	2	2,160	2	2,160	4	4,320
Subtotal	1,264	4	2,528	4	2,528	8	5,056
Total Fire Station	3,570	12	7,140	12	7,140	24	14,280
One Stop Cargo Building							
Both Surfaces	13,294	4	53,176	4	53,176	4	53,176
Total One Stop Cargo Building	13,294	4	53,176	4	53,176	4	53,176
Supply Chain Management Building at Lee Rd.							
Both Surfaces	7,168	3	21,504	4	28,672	4	28,672
Total Supply Chain Management Building	7,168	3	21,504	4	28,672	4	28,672
Project Management Office							
Both Surfaces	10,000	3	30,000	4	40,000	4	40,000
Total Project Management Office	10,000	3	30,000	4	40,000	4	40,000
GRAND TOTAL BUSH INTERCONTINENTAL AIRPORT							
	728,523	615	4,166,429	1,092	8,142,444	1,529	12,079,506

William P. Hobby Airport		Run to Fail		Industry Standard		Best In Class	
		Total Sq. Ft	Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq
Garage & Atrium							
Both Surfaces	1,680	2	3,360	4	6,720	6	10,080
Subtotal	1,680	2	3,360	4	6,720	6	10,080
Lobby							
All Exterior Windows - Interior Surfaces	658	3	1,974	6	3,948	8	5,264
All Exterior Windows - Outside Surfaces	680	3	2,040	6	4,080	8	5,440
Subtotal	1,338	6	4,014	12	8,028	16	10,704
Baggage Claim							
Interior Surfaces	185	3	555	6	1,110	8	1,480
Exterior Surfaces	355	3	1,065	6	2,130	8	2,840
Subtotal	540	6	1,620	12	3,240	16	4,320
Central Concourse Checkpoint Area							
Both Surfaces	29,062	3	87,186	6	174,372	8	232,496
Subtotal	29,062	3	87,186	6	174,372	8	232,496
Central Concourse Pedestrian Bridge							
Both Surfaces	13,060	3	39,180	6	78,360	8	104,480
Subtotal	13,060	3	39,180	6	78,360	8	104,480
Central Concourse							

Both Surfaces	73,718	3	221,154	6	442,308	8	589,744
Subtotal	73,718	3	221,154	6	442,308	8	589,744
Main Terminal & FIS							
Main Terminal Renovations - Both Surfaces	13,641	3	40,923	6	81,846	8	109,128
FIS - Both Surfaces	91,152	3	273,456	6	546,912	8	729,216
FIS Garage & Bridge - Both Surfaces	24,000	3	72,000	6	144,000	8	192,000
Subtotal	128,793	9	386,379	18	772,758	24	1,030,344
FAA Building							
Both Surfaces	7,936	1	7,936	2	15,872	5	39,680
Subtotal	7,936	1	7,936	2	15,872	5	39,680
Satellite Utility Plant							
Both Surfaces	1,054	1	1,054	2	2,108	6	6,324
Subtotal	1,054	1	1,054	2	2,108	6	6,324
Green Glass Panels							
Exterior Surfaces	4,589	2	9,178	4	18,356	6	27,534
Subtotal	4,589	2	9,178	4	18,356	6	27,534
Mirrored Walls							
Interior Surfaces	4,536	2	9,072	4	18,144	6	27,216
Subtotal	4,536	2	9,072	4	18,144	6	27,216
GRAND TOTAL WILLIAM P. HOBBY AIRPORT	266,306	38	770,133	76	1,540,266	109	2,082,922

Ellington Airport		Run to Fail		Industry Standard		Best in Class	
		Total Sq. Ft	Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq	Total Sq. Ft. Per Year	Proposed Freq
Building 510 - Administrative B							
Both Surfaces	960	1	960	2	1,920	4	3,840
Subtotal	960	1	960	2	1,920	4	3,840
HASC Building							
Both Surfaces	3,200	4	4,800	4	12,800	12	38,400
Subtotal	3,200	4	4,800	4	12,800	12	38,400
HPD Facility							
Both Surfaces	383	1	383	2	766	4	1,532
Subtotal	383	1	383	2	766	4	1,532
Air Traffic Control Tower (On Call)							
Both Surfaces	2,500	4	10,000	4	10,000	12	30,000
Subtotal	2,500	4	10,000	4	10,000	12	30,000
GRAND TOTAL ELLINGTON AIRPORT	7,043	10	24,143	12	25,486	32	73,772

**EXHIBIT B-2
SERVICE CREDITS**

Performance	Criteria	Service Credit
Failure to provide Agreements for basic services in the time period promised	Upon requests made by HAS for Additions/Deletions pricing Agreements, Contractor and HAS define a reasonable time period in which the response will be delivered to HAS	Contractor's failure to meet the time frame or receive an extension from HAS Contractor will credit \$100.00 per 24 hours.
Staff positions not filled	Contractor fails to fill a position for 2 consecutive weeks	\$100 per week, per position.
Failure to perform preventative maintenance tasks on equipment	Contractor fails to complete Work for more than 30 days over schedule	\$200 per day, per area.
Failure to fulfill Reporting Requirements	Contractor fails to provide reports/ accurate operational data to HAS within defined reporting times	\$100.00 per occurrence plus, per day until report is provided

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BID # _____
ORDINANCE # _____
CONTRACT # _____

AGREEMENT FOR WINDOW AND BUILDING SURFACE CLEANING SERVICES

ARTICLE 1. PARTIES

THIS AGREEMENT FOR WINDOW AND BUILDING CLEANING SERVICES ("Agreement") is made on the date countersigned by the City Controller between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas principally situated in Harris County and _____ ("Contractor"), a (*state of incorporation*) _____ (*type of legal entity*) doing business in Texas.

1.01 ADDRESS:

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

City

Director or Designee
Houston Airport System
City of Houston
P. O. Box 1562
Houston, Texas 77251

Contractor

Name
Address
City, State Zip Code
Attention:

1.02 TABLE OF CONTENTS

1.02.1 The Parties agree as follows:

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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES & SPECIFICATIONS
- BB HAS FACILITIES
- B-1 WORK SCHEDULE
- B-2 SERVICE CREDITS
- C. DRUG POLICY COMPLIANCE AGREEMENT
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- E. DRUG POLICY COMPLIANCE DECLARATION
- F. FEES AND SCHEDULE
- G. TITLE VI: NON-DISCRIMINATION

1.03 **PARTS INCORPORATED**

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

1.04 **CONTROLLING PARTS**

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **DEFINITIONS**

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

1.06 **SIGNATURES**

1.06.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

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

Name:
Title:

ATTEST/SEAL:

City Secretary

APPROVED:

Director, Houston Airport System

APPROVED:

Chief Procurement Officer

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

Legal Assistant
Date: _____

CONTRACTOR:

By: _____
Name:
Title:
Federal Tax ID Number: _____

CITY OF HOUSTON, TEXAS
Signed by:

Mayor

COUNTERSIGNED BY:

City Controller

COUNTERSIGNATURE DATE:

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. _____

ARTICLE 2. DUTIES OF CONTRACTOR

2.01 **SCOPE OF SERVICES**

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

2.02 **COORDINATE PERFORMANCE**

2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

2.03 **TIME EXTENSIONS**

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed ninety (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).

2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar 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).

2.04. **REPORTS**

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

2.05 **PAYMENT OF SUBCONTRACTORS**

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through or under Contractor in the performance of this Agreement.

2.05.2

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.

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

2.06 RELEASE

2.06.1 CONTRACTOR 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. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION, FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

2.07 INDEMNIFICATION

2.07.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.07.1.1 THROUGH 2.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

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

2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S

INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.08 SUBCONTRACTOR'S INDEMNITY

2.08.1 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.

2.09 INDEMNIFICATION PROCEDURES

2.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.09.1.1 A description of the indemnification event in reasonable detail,

2.09.1.2 The basis on which indemnification may be due, and

2.09.1.3 The anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

2.09.2 Defense of Claims

2.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.09.2.2 Continued Participation. If Contractor 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.

2.10 **INSURANCE**

2.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	<p>\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</p> <p>\$10,000,000 for auto driven in the Airfield Operations Area (AOA)</p>
Professional Liability Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

2.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts

exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

- 2.10.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) 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 Best's Key Rating Guide.
- 2.10.4 **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other provisions of this Agreement. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies, and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.
- 2.10.5 **Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.**

2.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

2.11 **WARRANTIES**

2.11.1 Contractor 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.

2.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

2.11.2.1 That all items are free of defects in title, design, material, and workmanship;

2.11.2.2 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;

2.11.2.3 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

2.11.2.4 That no item or its use infringes any patent, copyright, or proprietary right.

2.12 **CONFIDENTIALITY**

2.12.1 City Use

The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

2.12.2 Contractor Confidentiality

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

2.12.3 Sensitive Security Information

Contractor shall take all appropriate measures in accordance with 49 C.F.R. 1520

and other applicable laws to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (“SSI”) that may come into Contractor’s possession as a result of this Agreement.

2.13. USE OF WORK PRODUCTS

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, the Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 LICENSES AND PERMITS

2.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

2.15 COMPLIANCE WITH LAWS

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE

2.16.1 Contractor shall comply with City’s Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

2.17 MWBE COMPLIANCE

2.17.1 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 **24%** of the value of this Agreement to MWSBEs. Contractors are encouraged to provide meaningful participation to each subcontractor to the fullest extent of its capacity. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunities (“OBO”) and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE 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 Office of Business Opportunity Director ("the Director").

[Name of MWBE 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.

Within five business days of execution of this subcontract, 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.

Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

2.18.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

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

2.18.2.1 a copy of its drug-free workplace policy,

2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,

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

- 2.18.3 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 "E". 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.
- 2.18.4 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.
- 2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

- 2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. The City Controller shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 business days after receipt of Contractor's notice. If the City Controller issues a non-consent letter, Contractor shall immediately terminate its representation, potential or otherwise, of the other client(s) whose interests are or may be in conflict with those of the City.

2.20. **PAY OR PLAY**

- 2.20.1 The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

2.21. **CONTRACTOR'S PERFORMANCE**

- 2.21.1 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.

Contractor shall manage, control and be responsible for all the work performed by its subcontractors/agents. A complete list of all subcontractors shall be submitted

to the Director and/or designee for approval prior to Subcontractor/Agent commencing work. Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

2.22. **ADDITIONS AND DELETIONS**

2.22.1 **Additional Products and Services.** Subject to the allocation of funds, the Director or CPO may add similar equipment, supplies, services or locations, within the scope of this Agreement, to the list of equipment, supplies, services or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the Director or CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services or locations are not identical to the item(s) already under this Agreement, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, services or locations classified in the Fees and Costs (Exhibit "F").

2.22.2 **Exclusion of Products and Services.** If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director or CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.22.3.1 The additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or

2.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.23. **CHANGES**

2.23.1 At any time during the Agreement Term, the Director or CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2.23.2 The CPO or Director will issue the Change Order in substantially the following form:

<u>CHANGE ORDER</u>	
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:	
<u>[Signature of CPO or Director]</u>	

2.23.3 The CPO or Director may issue more than one Change Order, subject to the following limitations:

2.23.3.1 The City Council expressly authorizes the CPO or Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

2.23.3.2 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.

2.23.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

2.23.4 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 CPO's or Director's decision regarding a time extension is final.

2.23.5 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.

2.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

2.24 **ENVIRONMENTAL LAWS**

2.24.1 Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern hazardous materials or relate to the protection of human health, safety, or the environment, including, but not be limited, to the following:

2.24.1.1 The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.,

2.24.1.2 The Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;

2.24.1.3 The Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;

2.24.1.4 The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;

2.24.1.5 The Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;

2.24.1.6 The Clean Air Act as amended, 42 U.S.C. 7401 et seq.;

2.24.1.7 The Clean Water Act, 33 U.S.C., Section 1251 et seq.;

2.24.1.8 The Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;

2.24.1.9 The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.; and

2.24.1.10 Those substances defined as hazardous waste or as hazardous substances under the laws of Texas and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws").

2.24.2 Within 10 days of receipt of an invoice, Contractor shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality ("TCEQ"), or any other governmental agency for Parking Operator's failure to comply with the Environmental Laws.

2.24.3 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airports, or any other areas or Facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include, but are not limited to, the following:

2.24.3.1 All substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws;

2.24.3.2 Asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste; or

2.24.3.3 Any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

2.24.4 The Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES"), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the Airports. Contractor is familiar with these NPDES stormwater regulations; and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

2.24.5 Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Contractor shall implement "Best Management Practices" as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Contractor's defined in the federal stormwater regulations.

2.24.6 The City's NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. All applicable portions of the permit shall bind Parking Operator.

2.24.7 Contractor shall implement the NPDES requirements at its sole expense, unless otherwise agreed to in writing between the City and Parking Operator. Contractor shall meet all deadlines that may be imposed or agreed to by the City and Contractor. Time is of the essence.

2.24.8 Contractor shall include the City on all correspondence to and information submitted to a government entity(ies) under applicable NPDES stormwater regulations that affect the Airports.

2.24.9 Upon Contractor's written request, the City shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

2.24.10 Contractor appoints the City as its agent to negotiate with the

appropriate governmental entity(ies) any modifications to the City's stormwater discharge permit.

2.24.11 Contractor shall participate in any City organized task force or other work group established to coordinate stormwater activities at the Airports.

2.24.12 The City may enter upon Contractor 's premises at any time for purposes of inspection to ensure that Contractor is complying with this Section and any other provisions in this Agreement without committing a trespass.

2.24.13 The City's remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

2.24.14 WITH NO INTENT TO LIMIT PARKING OPERATOR'S INDEMNIFICATION TO THE CITY SET FORTH IN SECTION 2.07, CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO THE FOLLOWING:

2.24.14.1 ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO PARKING OPERATOR'S, ITS EMPLOYEES', SUBCONTRACTORS', JOINT VENTURE PARTNERS' OR AGENTS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORTS PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;

2.24.14.2 ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORTS PREMISES BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS;

2.24.14.3 THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;

2.24.14.4 ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS; OR

2.24.14.5 ANY VIOLATION BY PARKING OPERATOR, ITS EMPLOYEES, AGENTS, OR JOINT VENTURE PARTNERS OF ANY ENVIRONMENTAL LAWS.

2.24.15 THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS,

PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT.

2.25 **TITLE VI ASSURANCES**

Contractor shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Exhibit “___”, attached and incorporated herein.

2.26 **AIRPORT SYMBOLS**

2.26.1 Contractor shall have no right to use the trademarks, symbols, trade names or name of the City, either directly or indirectly, in connection with any production, promotion service or publication without the prior written discretionary consent of the Director.

2.27 **AIRPORT SECURITY AND BADGING**

2.27.1 Contractor shall comply with all Houston Airport System (HAS), Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations, Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within 10 days of notification in writing, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

2.27.2 Contractor shall be responsible for any requirements (and costs associated therewith) of the Federal Aviation Administration, Department of Homeland Security, and the Houston Airport System (as applicable) regarding employee background checks and badging.

2.28 **ANTI-BOYCOTT OF ISRAEL**

2.28.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.29 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

2.29.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with

its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within seven days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

ARTICLE 3. DUTIES OF CITY

3.01 PAYMENT TERMS

3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F". The fees must only be paid from Allocated Funds, as provided below.

3.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount

Payment Time - 20 Days: 1% Discount

3.01.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

3.02 TAXES

3.02.1 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.

3.03 METHOD OF PAYMENT

3.03.1 The City shall pay on the basis of monthly invoices submitted by the Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to the Contractor within thirty (30) days of the receipt and approval by the City of such invoices. If the City disputes any item 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 the Contractor of the

dispute and request remedial action. After any dispute is settled, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.04 **LIMIT OF APPROPRIATION**

3.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

3.04.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued 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 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.

\$ _____

3.04.2.2 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.

3.05 **ACCESS TO SITE**

3.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

3.06 **ACCESS TO DATA**

3.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

3.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

3.06.3 For any raw data created, assembled, used, maintained, collected, or stored by the Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

ARTICLE 4. TERM AND TERMINATION

4.01. **AGREEMENT TERM**

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for three (3) years, unless sooner terminated under this Agreement ("Initial Term").

4.02 **NOTICE TO PROCEED**

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director. Contractor acknowledges that time is of the essence.

4.03. **RENEWALS**

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive one-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he/she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

4.04. **TERMINATION FOR CONVENIENCE BY CITY**

- 4.04.1 The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 4.04.2 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 this Agreement unless the fees exceed the allocated funds remaining under this Agreement.
- 4.04.3 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.

4.05. **TERMINATION FOR CAUSE BY CITY**

- 4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity 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:
 - 4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;
 - 4.05.1.2 Contractor becomes insolvent;
 - 4.05.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 4.05.1.4 A receiver or trustee is appointed for Contractor.
- 4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor, describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least thirty (30) days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default

before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. 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.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 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. The date must be at least 30 days after the Director receives the 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

4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

4.07.1 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. This 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.

ARTICLE 5. MISCELLANEOUS

5.01 **INDEPENDENT CONTRACTOR**

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

5.02 **FORCE MAJEURE**

5.02.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable

diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

5.02.2 This relief is not applicable unless the affected party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

5.02.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days.

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

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 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 UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

5.03.1 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.

5.04 **ENTIRE AGREEMENT**

5.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

5.05 **WRITTEN AMENDMENT**

5.05.1 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 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.

5.06 **APPLICABLE LAWS**

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

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

5.07 **NOTICES**

5.07.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

5.08 **CAPTIONS**

5.08.1 Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.09 **NON-WAIVER**

5.09.1 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.

5.09.2 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.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 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 three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.11 **ENFORCEMENT**

5.11.1 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.

5.12 **AMBIGUITIES**

5.12.1 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.

5.13 **SURVIVAL**

5.13.1 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.

5.14 **PUBLICITY**

5.14.1 Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

5.15 **PARTIES IN INTEREST**

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

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 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.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the 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 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO 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.

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

5.18 **REMEDIES CUMULATIVE**

5.18.1 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 that exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 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, HE OR 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. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

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EXHIBIT "A"

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "CBP" means US Customs and Border Protection.
4. "CFR" means Code of Federal Regulations.
5. "Chief Procurement Officer" (CPO) means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
6. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
7. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
8. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement and this Agreement becomes binding and effective.
9. "Director" means the Director of the City of Houston Airport System or such other person as he or she designates.
10. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
11. "EFD" means Ellington Airport.
12. "Effective Date" means the date this Agreement is countersigned by the City Controller.
13. "FBO" means Fixed Base Operation.
14. "FIS" means Federal Inspection Services.
15. "HAS" means Houston Airport System, the City's department of aviation.

16. "HOU" means William P. Hobby Airport.
17. "IAH" means George Bush Intercontinental Airport/Houston.
18. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
19. "Party" or "Parties" means one or all the entities set out in the Preamble who are bound by this Agreement.
20. "USDA" means United States Department of Agriculture.

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EXHIBIT "B"

SCOPE OF SERVICES & SPECIFICATIONS

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (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

Contractor Name

Signature

Title

EXHIBIT "D"

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

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved in performing

_____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or
(Name) (Print/Type) (Title)
officer of _____ (Contractor) (Name of Company), have personal knowledge and full
authority to make the following declarations:

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

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The
Initials 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 _____ [Start date] to _____ [End date] the following test has occurred:
Initials

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
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 "F"

FEES AND COSTS

EXHIBIT G

TITLE VI: NON-DISCRIMINATION

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations - The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Agreement.
2. Non-discrimination - The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the non-discrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - 5.1. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - 5.2. cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions - The Contractor shall include the provisions of paragraphs 1-5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States.