Date Issued: NOVEMBER 1, 2019

Pre-bid Conference: NOVEMBER 12, 2019 @ 2:00 P.M.
611 WALKER, 20th FLOOR LARGE CONFERENCE ROOM

Pre-bid Questions Deadline: NOVEMBER 15, 2019 @ 4:00 P.M.

Solicitation Due Date: DECEMBER 5, 2019 @ 10:30 A.M.

Solicitation Contact Person: ROY KORTHALS
SENIOR PROCUREMENT SPECIALIST
roy.korthals@houston.tx.gov
832-393-8734

Project Summary: Conveyance Systems Operations, Maintenance, and Renewal Services for a ten (10) year term.

Project Description:
Contractor(s) shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, test equipment, personal protective equipment, facilities, and performance bond necessary to provide conveyance systems operations, maintenance, and renewal services.

NIGP Code: (910-13) MWBE Goal: 10%

Chief Procurement Officer 10/24/2019 Date
1.0 GENERAL INFORMATION

The City of Houston (City) is seeking bids to provide the services in Section B [Elevator and Escalator Maintenance and Repair Services]:

1.1 Sealed bids shall consist of the following, each to be labeled with the assigned Solicitation Number L26584, located on the first page of this BVB:

1.1.1 Two (2) copies of the bid package, including one (1) printed original signed in blue ink on the Official Signature Page by an authorized officer of the Contractor;

1.1.2 Six (6) USB flash drives containing a scanned electronic copy of your original bid package (to include the hard copy of the Electronic Bid Form and all required forms designated in Table-1, Section 2.3 below) in a sealed envelope/box; and

1.1.3 One (1) hard copy OR One (1) USB flash drives containing electronic copies of the requested financial information in a separate sealed envelope/box labeled with “Financial Information,” along with the assigned Solicitation Number.

All of the information above should be sent to:

City Secretary’s Office
City Hall Annex, Public Level
900 Bagby St.
Houston, Texas 77002

1.2 The deadline for the submittal of the bid to the City Secretary’s Office is no later than the date and time indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies may be cause for disqualification from the BVB process.

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.

1.3 Bidders may elect to mail or personally deliver their bids to the City Secretary’s Office. Bidder(s) may submit their bid to the City Secretary’s Office any time prior to the stated deadline.

1.4 The City shall bear no responsibility for submitting responses on behalf of any bidder.

2.0 BEST VALUE BID FORMAT

2.1 The bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The bid must be signed by an individual(s) legally authorized to bind the bidder(s), and the City may accept this bid by issuance of a Contract to the said bidder(s) at any time on or before the 180th day following the day this official bid form is opened by the City. This bid 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.

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2.3 Documents and Form: The complete bid packet (electronic and hard copy) shall consist of the following information. City-required forms are available at: [http://purchasing.houstontx.gov/forms.shtml](http://purchasing.houstontx.gov/forms.shtml)

<table>
<thead>
<tr>
<th>TABLE 1 - REQUIRED BID FORMS AND DOCUMENTS</th>
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<tbody>
<tr>
<td>Signed Official Signature Page Signed in Blue Ink</td>
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<tr>
<td>Hard Copy of Electronic Bid Form (E-bid Website Pricing Form)</td>
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<td>Submittal Requirements</td>
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<td>Campaign Finance Ordinance</td>
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<td>Affidavit of Ownership</td>
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<td>Statement of Residency</td>
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<td>Conflict of Interest Questionnaire</td>
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<td>Pay or Play Forms</td>
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<tr>
<td>Hire Houston First Designation</td>
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<td>References</td>
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<td>Management and Personnel</td>
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<td>Performance Based Contracting Plan</td>
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<td>Operations, Maintenance, and Transitions</td>
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<td>Technical Experience</td>
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<td>Customer Service</td>
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<td>Six (6) Electronic Flash Drives</td>
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<td>Financial Capability</td>
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Table 2 lists other documents and forms that should be viewed/downloaded from the City’s website [http://purchasing.houstontx.gov/forms.html](http://purchasing.houstontx.gov/forms.html), 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>
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<tr>
<th>TABLE 2 - DOCUMENTS &amp; FORMS</th>
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<tr>
<td>EEOC</td>
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<td>Certificate of Insurance and Policy Endorsements</td>
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<td>Sample Insurance Over $50,000</td>
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<td>Insurance Endorsements</td>
</tr>
<tr>
<td>Drug Forms</td>
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<td>Performance Bond</td>
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<tr>
<td>Pay or Play Office of Business Opportunity &amp; Contract Compliance Q &amp; A</td>
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<tr>
<td>Pay or Play Office of Business Opportunity &amp; Contract Compliance Requirements</td>
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<tr>
<td>Pay or Play Contractor/Subcontractor Payment Reporting Form</td>
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<tr>
<td>Pay or Play Contractor/Subcontractor Waiver Request</td>
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<tr>
<td>Pay or Play List of Participating Subcontractors</td>
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3.0 PRE-BID CONFERENCE:

3.1 A Pre-bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. Interested bidder(s) should plan to attend. It will be assumed that potential bidder(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer, Roy Korthals, telephone: 832.393-8734, or by e-mail to: roy.korthals@houstontx.gov, no later than November 15, 2019 at 4:00 P.M. The City shall provide written response to all questions received in writing before the submittal deadline. Questions received from all bidder(s) shall be answered and sent to all bidder(s) who are listed as having obtained the BVB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to bidder(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Bidders shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a bid to ensure that the bid meets the intent of this BVB.

6.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the BVB.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 A bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, or is otherwise non-compliant with the provisions herein, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF BIDS:

8.1 The City reserves the right to accept or reject, in whole or in part, any or all bids received to the extent non-compliant with the provisions herein and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.

8.2 The City may accept this bid 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 bid 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.

9.0 GENERAL CONDITIONS

9.1 This BVB does not commit the City to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a bid in response to this request.

9.2 The bid will become part of the City’s official files without any obligation on the City’s part. All bids shall be held confidential from all parties other than the City until after the bids are opened and publicly read. Afterward, the bids shall be available to the public.
9.3 The City shall not be held accountable if material from responses is obtained without the written consent of the bidder by parties other than the City, at any time during the bid evaluation process.

9.4 In the event a bidder submits trade secret information to the City, the information must be clearly labeled as a “Confidential.” The City will maintain the confidentiality of such trade secrets to the extent provided by law.

9.5 Bidder(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City (including any and all members of the bid evaluation committees).

9.6 Bidder(s) shall not collude in any manner, or engage in any practices, with any other bidder(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

9.7 Bidder(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the BVB at the time a bid is submitted to the City.

9.8 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor.

9.9 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.

9.10 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

9.11. Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

9.12 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all bids or any part thereof to the extent non-compliant with the terms herein.

9.13. The City reserves the right to request clarity of any bid after they have been received.

9.14 After Contract execution, the successful bidder shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the Chief Procurement Officer.

9.15. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.

9.16. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

9.17 The City 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.

9.18 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 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.

**10.0 SPECIAL CONDITIONS**

**10.1 PROTEST:**

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](http://www.houstontx.gov/policies/administrative_policies.html).

**10.2 NO CONTACT PERIOD:**

Neither Proposer(s) nor any person acting on Proposer(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 Proposer’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.

**10.3 MINORITY AND WOMEN BUSINESS ENTERPRISES (‘’M/WBE’’)**

Bidder shall comply with the City’s M/WBE programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Bidder shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to M/WBE’s. Bidder acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunity (OBO) and will comply with them.

**10.4 ANTI-BOYCOTT OF ISRAEL**

Bidder certifies that bidder is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

**10.5 ZERO TOLERANCE FOR HUMAN TRAFFICKING**

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: [http://www.houstontx.gov/execorders/1-56.pdf](http://www.houstontx.gov/execorders/1-56.pdf).

**10.6 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
EVALUATION AND SELECTION PROCESS

A Best Value Bid will be used for this procurement requiring competitive bidding where factors other than price are to be considered in the determination of the award. The best value bid below states the criteria to be used in determination of the award and the points assigned to each criterion listed on this document.

The award will be made to the highest ranked, responsive bidder whose bid is determined to be the most advantageous to the City of Houston, taking into consideration all evaluation factors set forth in the best value bid.

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 SUBMITTAL REQUIREMENTS:

1.1 To simplify the review process and to obtain the maximum degree of comparability, the Bidder shall submit the following information in a binder separated by tabs:

2.0 MANAGEMENT AND PERSONNEL (25 Points):

2.1 Provide Company’s Mission, Vision and Values Statement.

2.2 Outline management philosophy and how it might distinguish your ability to manage this contract compared to other competitors.

2.3 Outline five ideal management criteria for your senior management team and explain how these qualities would be utilized in carrying out the terms of the proposed Agreement.

2.4 Provide a sample policy and operating procedure manual which the Company is currently using at another of its on-airport or other similarly complex facilities which would be used at this site if awarded this Agreement.

2.5 Submit a detailed description of quality control plan, programs and procedures; including, corrective action procedures to control and correct any deficiencies in your services and meets all requirements of the Scope of Work.

2.6 Describe Company’s commitment to diversity in recruiting and hiring practices.

2.7 Provide a detailed plan regarding employee performance evaluation, employee policies and procedures, incentive or benefit plans or any other policies or processes the Company uses to assure competent, motivated and well-trained management and employees.

2.8 Provide an organizational chart which depicts the management and staffing levels for each position which the Company agrees to use for the management and operation of this Agreement if selected and approved as the Contractor. HAS, at its sole discretion, reserves the right to approve, deny, or modify the management and staffing levels.

2.9 Provide a detailed staffing plan which details management and personnel staffing levels for each shift, day of the week and holidays.
2.10 Provide a resume and job description of the on-site Project Manager, Assistant Project Manager and any Mechanics-in-Charge which the Company intends to assign to HAS on a full-time basis if awarded this Agreement.

2.11 Provide a copy describing your existing Employee Training Programs on conveyance systems.

2.12 Describe in detail your company's ongoing efforts and plans to ensure all assigned employees are fully-trained and competent to provide the services and meet the expected performance standards under this Agreement.

2.13 Provide a sample employee training schedule including: subject matter, description, frequency and the duration that your Company would implement for the first year of operations under this Agreement.

3.0 PERFORMANCE BASED CONTRACTING COMPLIANCE PLAN (15 Points):

3.1 Describe how company will meet or exceed each of the KPI requirements listed in the Scope of Work.

4.0 OPERATIONS, MAINTENANCE, AND TRANSITION (15 Points):

4.1 Outline and describe in detail Company's plan for operating proposed Agreement.

4.2 Describe Company operation plans that are implemented at current or previous locations of similar size, scope, and complexity to the Houston Airport System.

4.3 Describe in detail Company's plan and procedures to start operations and realize a transparent transition with HAS and the current Contractor.

4.4 Describe transition plans regarding staff hiring time and methods, orientation of employees, procurement of equipment and supplies, security training, and ID badging.

4.5 Describe how Company will adapt to existing City and HAS practices, policies, procedures, work management systems and work documentation format requirements.

4.6 Describe Company's plan and lead time to acquire all of the tools, equipment and spare parts required to meet the stated performance requirements of the Scope of Work.

4.7 Describe plan for a parts inventory for the conveyance system operation, maintenance and renewal services at HAS. Include philosophies on inventory levels and lead times for part acquisition.

4.8 Describe company's plan to fulfill the escalator and moving sidewalk cleaning requirements of the Scope of Work.

5.0 TECHNICAL EXPERIENCE (25 Points):

5.1 Describe company’s ability and experience to maintain and service and if company has access to the required proprietary software, diagnostics, tools and parts. The following is a sample list of items.

5.1.1 Montgomery KONE MIPROM 21 Controllers
5.1.2 Motion Control Engineering IMC MHC Traction and Hydraulic Controllers
5.1.3 Motion Control Engineering ibox Traction Controller
5.1.4 Montgomery KONE Escalator and Power Walk Controllers
5.1.5 Kone Eco 3000 Escalator and Power Walk Controllers
5.1.6 O&K Escalator Controllers
5.1.7 Essco Elevator Controllers and Hydraulic Control Valves
5.1.8 Otis 211 Elevator Controller systems
5.1.9 Otis Gen 2 MRL Elevator Systems
5.1.10 Smartrise Engineering Elevator Control Systems
5.1.11 Liftnet Conveyance Monitoring Systems

5.2 Describe company familiarity and experience with and capability to maintain and repair conveyances manufactured by:

- Montgomery/Kone Miprom Elevators
- Montgomery, KONE and O&K Escalators
- Otis Escalators (Model RB)
- ThyssenKrupp Avanti Escalators
- Otis Gen2 MRL Elevators
- Schindler 440A MRL Elevators

5.3 Describe how company would employ innovation and best management practices related to technical maintenance, operations and emerging technologies throughout the duration of this Agreement.

5.4 Describe company preventative maintenance program including: daily, weekly, monthly, semiannual and annual requirements for each equipment type (Elevator, Escalator, Moving Sidewalk).

5.5 Describe how company preventative maintenance plan will differ based on whether a unit is listed under the following levels of service in the scope of work:

5.5.1 Best-In Class
5.5.2 Industry Standard

6.0 CUSTOMER SERVICE: (5 Points)

6.1 Describe Company's existing customer service policies and procedures; including any customer service plans currently in use. Please include your expectations of how your employees will interact on a daily basis with the employees of HAS and traveling public.

6.2 Provide an outline or sample of existing Company employee customer service programs.

6.3 Describe how company would measure, document and report adherence to customer service policies, procedures and standards.

6.4 Describe how company would measure your success in partnering with HAS and resolve any disagreements or conflicts.

7.0 SAFETY (5 Points):

7.1 Describe company's safety plan and how it will be implemented if awarded Agreement.

7.2 List the description and frequencies of safety inspections and testing for each type of equipment covered under this Agreement.

7.3 Describe Company's safety record, for the past five (5) years at locations similar in scope and complexity to HAS, to include:

7.3.1 Injuries and/or Lost Time Events
7.3.2 OSHA Violations

7.4 Describe company's employee safety training program; including, but not limited to: OSHA required training, Lock Out Tag Out (LOTO), confined space entry, work-site protection, blood-borne pathogens, etc.
8.0 **PRICE (10 Points):**

8.1 The City of Houston will evaluate submitted bids to determine whether the proposed costs are considered fair and reasonable. Any costs determined to be unreasonably high or unbalanced may result in the Respondent(s) being ineligible for award.

9.0 **FINANCIAL CAPABILITY (Pass or Fail):**

9.1 If Bidder is an entity that is required to prepare audited financial statements, Bidder shall submit an annual report that includes:

9.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

9.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

9.1.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

9.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Bidder’s financial ability to perform this contract.

9.2 If Bidder is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Bidder shall submit an annual report that includes:

9.2.1 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

9.2.2 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

9.2.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Bidder’s financial ability to perform this contract;

OR

9.2.4 Other financial information sufficient for the City, in its sole judgement, to determine if Bidder is financially solvent or adequately capitalized.

10.0 **SELECTION PROCESS:**

10.1 The award of this Contract(s) will be made to the Bidder(s) offering the response which best meets the needs of the City. The City may perform additional research, as it deems necessary, to determine the capabilities of the Bidder(s) to create, modify and implement the requirements of the bid solicitation. The Bidder(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Bidder(s) fails to satisfy the City or the Bidder(s) is deemed unqualified to provide the services contemplated. Each Bidder will be evaluated based on the following evaluation criteria that are listed below:
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<th>No.</th>
<th>FACTOR DESCRIPTION</th>
<th>Maximum Points</th>
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<tr>
<td>1.0</td>
<td>MANAGEMENT AND PERSONNEL</td>
<td>25</td>
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<td>2.0</td>
<td>PERFORMANCE BASED CONTRACTING COMPLIANCE PLAN</td>
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<td>3.0</td>
<td>OPERATIONS, MAINTENANCE, AND TRANSITIONS</td>
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<td>TECHNICAL EXPERIENCE</td>
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<tr>
<td>8.0</td>
<td>FINANCIAL CAPABILITY</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td>9.0</td>
<td>M/WBE PARTICIPATION</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>100 Points</td>
</tr>
</tbody>
</table>

(*) Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).
SECTION B
SCOPE OF WORK/SPECIFICATIONS
CONVEYANCE SYSTEMS OPERATIONS, MAINTENANCE, AND RENEWAL SERVICES

1.0 SERVICES IN GENERAL:

1.1 Contractor shall furnish all labor, personnel, supervision, management, clerical, administrative functions, parts, equipment, materials, tools, instruments, expendables, incidentals, training, insurance, performance bond, and otherwise all services necessary to provide conveyance system operations, maintenance, and service life renewal services, and to otherwise fulfill all other requirements of the resulting Agreement, and referenced specifications and standards.

1.2 Contractor shall include the complete range of maintenance services and solutions offered by Contractor for all manufacturers’ equipment to keep equipment in a safe and fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit’s needs. This scope shall also include elevator modernization and complete unit replacement.

1.2 The primary purpose of the proposed Agreement shall be to provide reliable conveyance system operations and maintenance and renewal services

1.3 The Houston Airport System operates three (3) airports:

- George Bush Intercontinental Airport (IAH)
- William P. Hobby Airport (HOU)
- Ellington Airport (EFD)

1.4 The proposed Agreement for Conveyance Systems Operations, Maintenance, and Renewal Services shall be for a term of ten (10) years.

1.5 Management of the airports includes coordination with the FAA, Air Carriers, and other Federal and State Agencies to maintain the highest standards of service to airport patrons.

1.6 Contractor shall provide conveyance system operations, maintenance, and service life renewal services for the Houston Airport System. Contractor shall provide all labor, management, supervision, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, transportation, and training necessary to provide maintenance services.

1.7 Contractor shall provide the highest standards of service prevailing in the industry. These standards will be achieved by continuous improvement through open communication with HAS, regular management reviews, and industry guidelines.

1.8 The proposed Agreement awarded for these services shall be performance-based; therefore, the Contractor’s performance shall be measured on an ongoing basis using the performance objectives, performance standards and methods of performance measurements prescribed in this Agreement. Therefore, the proposed Agreement is not prescriptive but structured around defining a service requirement in terms of performance objectives and standards that shall allow the Contractor latitude to determine how they will meet or exceed these performance objectives and standards. Contractor is encouraged to clearly articulate how their firm intends to maximize performance using best management practices, technical processes and innovation and how their quality control plan shall assure that they consistently meet or exceed the City’s performance objectives and standards.

1.9 The conveyance systems (elevators, escalators, moving sidewalks & wheelchair lifts) owned and operated by the Houston Airport System vary by manufacturer, model, age and size, and are subjected to intense operating times and passenger loads that are not seen by most commercial
environments. In many cases, the equipment manufacturer’s recommended maintenance and operation specifications may not be enough to adequately ensure that the equipment always operates in a safe and reliable condition. As such, equipment under this Agreement requires a significantly higher degree of preventative maintenance, service, repair, inspection and testing than a typical commercial installation. Despite these conditions, the full contract requirements and obligations shall always be performed by the Contractor and equipment safety standards, reliability and availability shall always be maintained by the Contractor. Contractor shall recognize these unique conditions and clearly detail how they intend to address these challenges.

1.10 Contractor shall be responsible for providing safe, cost effective and high-quality services using qualified and properly trained employees and shall carry out all the responsibilities under this contract with the fact that he/she has been covenanted a public function which he/she performs as an independent contractor for the City. All services shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the said services.

1.11 Work provided by Contractor under the proposed Agreement shall include Basic Services, Other Work/Services and Service Life Renewal Services.

2.0 REGULATORY STANDARDS:

2.1 Contractor shall ensure, on behalf of the City, that all conveyance system operations, maintenance and service life renewal work complies with the current adopted standards, codes and rules adopted by the Texas Department of Licensing & Regulation (TDLR), The City of Houston, The Houston Airport System, and other regulatory agencies. These include but are not limited to the Guides and Standards listed in Section 2.2 below.

2.2 Applicable Standards and Guides

- City of Houston Building Code.
- Texas Accessibility Standards.
- 49 CFR § 27.13(a); 28 CFR § 35.107(a) “Section 504 Accessibility Program.”
- Houston Airport Design Standards Manual (Currently Published Edition).

2.3 Should any of the referenced codes listed under section 2.2 be changed through legislative or administrative action by the Authority Having Jurisdiction, the applicable standard adopted by the Authority Having Jurisdiction shall be utilized on the effective date(s) set by the Authority Having Jurisdiction for the remainder of Agreement.

2.4 HAS reserves the right to remove any conveyance system from service, which it deems to be out of compliance with the applicable regulatory standards. Any unit removed from service should remain out of service until repairs have been made and verified by HAS.

3.0 BASIC SERVICES:
3.1 Equipment

3.1.1 HAS currently operates 175 conveyance systems listed below.

<table>
<thead>
<tr>
<th>Type</th>
<th>IAH</th>
<th>HOU</th>
<th>EFD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Elevator</td>
<td>42</td>
<td>14</td>
<td>1</td>
</tr>
<tr>
<td>Roped-Hydraulic Elevator</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Traction Elevator</td>
<td>29</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRL Traction Elevator</td>
<td>1</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>Escalator</td>
<td>46</td>
<td>12</td>
<td>0</td>
</tr>
<tr>
<td>Moving Sidewalk</td>
<td>9</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Wheelchair Lift</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>131</strong></td>
<td><strong>42</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

3.1.2 The equipment covered under basic services includes all elevator, escalator, moving sidewalk and wheelchair lift components, equipment, and trim. This includes but not limited to the mechanical, electrical, hydraulic, pneumatic, and electronic components, appurtenances, and systems as described herein and in related manuals, drawings, documents, and bulletins.

3.1.3 Basic Services shall include the replacement of failed or defective equipment and components. If the replacement of failed or defective equipment is the result of a verifiable act of force majeure or vandalism, equipment shall be replaced through an OSR.

3.1.4 Basic Services shall include, but not limited to, all management, supervision, labor, parts/materials/consumables, equipment, diagnostics, lubricants, tools, instruments, reports, inspection, testing, permits, transportation, insurance, sub-contracts, bonds, incidentals, and other related services. In addition, other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances as required to maintain safety, maximum operational efficiency, and to ensure conveyance systems are maintained.

3.2 Limitations of Basic Services

3.2.1 Contractor shall not be responsible for maintaining or repairing the items below as part of Basic Services regardless of its assigned level of service unless the malfunction is directly related to a lack of maintenance or other action/inaction of the Contractor. Contractor may request to maintain or repair any of the following items by means of an approved Other Services Request.

- Maintaining smoke and fire sensors or maintaining apparatus installed by others not directly related to elevator operation.
- In-ground hydraulic jack casings and oil lines damaged by electrolysis.
- Main line electrical disconnects, associated piping, and wiring up to the termination point in the conveyance system controller.
- Items meeting the definition Force Majeure.
- Items meeting the definition of Vandalism.
- Machine Room Lighting and Fixtures.

3.2.2 Contractor shall maintain emergency communication equipment in the elevators including but not limited to telephone instruments and telephone lines up to the point of demarcation at the elevator machine rooms. Contractor shall report outages of communication lines to the appropriate HAS assigned contractor or staff.
3.2.3 Contractor shall maintain all emergency lighting, signaling, and battery lowering systems installed on conveyance equipment, including batteries.

3.3 Contractor acknowledges that new equipment or system components shall be installed to meet the changing demands of HAS by the City, outside contractors or other appropriate parties. New equipment or components installed as an integral part of existing systems without increasing overall system requirements and which meet existing capacities, become property of HAS upon installation and acceptance. Accordingly, once accepted by the Contractor, Contractor shall be responsible for all equipment or system components that become an integral part of the existing system.

3.3.1 No modifications shall be made to existing equipment or components without written approval from HAS.

3.4 Contractor shall provide Preventative Maintenance (PM) and Corrective Maintenance (CM) services in accordance with the prescribed service levels, applicable standards, and Contractor’s maintenance program approved by HAS.

3.5 Basic Services shall include performance of certain administrative tasks including preparation of reports, attending meetings, and completing certain housekeeping duties.

3.6 All parts used under Basic Services shall conform to Section 9.0.

3.7 Contractor shall provide a Warranty Administration program for parts and equipment. The Contractor shall receive the benefit of the warranty when repairs are subject to reimbursement from the OEM.

3.8 Contractor Response Times

3.8.1 Contractor shall respond to service requests according to the table below.

<table>
<thead>
<tr>
<th>Contractor Response Times</th>
<th>Best-In Class</th>
<th>Industry Standard</th>
<th>Reactive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>15 min</td>
<td>15 min</td>
<td>45 min</td>
</tr>
<tr>
<td>Non-Emergency</td>
<td>30 min</td>
<td>45 min</td>
<td>1 hour</td>
</tr>
</tbody>
</table>

3.8.2 A non-emergency request is any request that does not represent a hazard to safety and does not impact the traveling public.

3.8.3 An emergency request shall include entrapments, slip and falls, glass breakage, any situation that may be considered a hazard to safety, and includes any outage that impacts the traveling public. HAS may add additional types of services request that may be deemed an emergency.

3.8.4 Contractor shall ensure its telephone numbers are always monitored and answered. Failure to answer a call shall not relieve the Contractor of responsibility.

3.8.5 When any conveyance unit is removed from service, “OUT OF SERVICE” signs shall be placed at all affected landings of the elevator or both ends of an escalator / moving sidewalk.

3.8.6 Contractor is responsible for furnishing, placing, and maintaining all OSHA approved barricades, signs, and safety devices to prevent the public from entering work area.

3.8.7 Contractor shall provide all necessary labor to support any outside contractors performing work related to the scope in support of HAS including access to all contractor-controlled work areas and spaces.
4.0 **MAINTENANCE SERVICES:**

4.1 Levels of Maintenance Services

4.1.1 Each conveyance unit has been assigned a level of service in relation to the maintenance, repair, replacement, performance tracking, testing, and Other Work Services. These three levels of service are listed below.

4.1.1.1 Best-In Class Level of Service – Conveyance units maintained through reliability centered maintenance protocols. The primary objective of the Best-In Class LOS is to maintain the conveyance system to a level in which it maintains its original day one expected life cycle. In other words, the life cycle for the unit never declines when the Best-In class LOS is maintained.

4.1.1.2 Industry Standard Level of Service – Conveyance units in the Industry Standard level of service are defined as assets maintained through planned preventative and perpetual maintenance recommended by the original equipment manufacturer. The primary objective of the Industry Standard LOS is to provide ongoing planned preventative and corrective maintenance on a conveyance unit such that the original life cycle is achieved.

4.1.1.3 Reactive Level of Service - Conveyance units in the Reactive LOS are those maintained operational through Corrective maintenance.

4.2 General Maintenance Services and Preventative Maintenance Plan (PM)

4.2.1 As a part of Basic Services, Contractor shall perform PM on all conveyance equipment in accordance with the applicable level of service.

4.2.2 Preventative Maintenance services and associated parts, labor, sub-contracted services, and other associated costs shall be included in the basic services cost unless specifically allowed under a provision of the proposed Agreement.

4.2.3 Contractor shall provide PM services immediately after its Phase-In, on the date specified in the Notice to Proceed letter.

4.2.4 PM services shall include regular inspections, tests, scheduled service routines, detection and correction of potential failures, replacement of parts that fail due to improper maintenance or lack of maintenance, parts cleaning, lubricating, and adjusting of systems, establishment of work control systems, records, and reports as required to accomplish the service.

4.2.5 Contractor shall keep all parts and components inside all conveyance systems clean and shall maintain work and equipment areas in a clean, neat, and organized manner.

4.2.6 Contractor shall submit their approach to maintenance as well as a proposed maintenance plan.

4.2.7 Maintenance Plan - Upon receipt of the Notice to Proceed letter, Contractor shall:

* Analyze the existing PM program.

* Develop a PM program that provides three distinct levels of service (Best-In Class, Industry Standard, Reactive) and is capable of meeting the KPI targets described in Section 12.0 (Performance Objectives) using Contractors knowledge and the Original Equipment Manufacturers (OEM) specifications when available.

* Submit the PM program for HAS approval 30 days after Contractor receives the Notice to Proceed letter.

* Contractor’s Maintenance Plan shall address all services required by the proposed Agreement.
• The PM plan shall include requirements for daily, weekly, monthly, quarterly, semi-annually, and annual requirements.

4.2.8 Contractor shall utilize HAS' existing PM program until HAS approves the Contractor's new plan.

4.2.9 Once approved by HAS, the PM plan and its associated checklists shall be uploaded to the HAS EAMS and shall be utilized by the Contractor unless approved by HAS in advance.

4.2.10 Review PM program annually for any deficiencies and incorporate HAS approved changes into the PM program for the remainder of the proposed Agreement.

4.2.11 Contractor shall request and receive an approval before making any changes to the monthly PM schedule.

4.2.12 PM checklists shall include the following information:

• Conveyance System EAMS Asset Number.
• Conveyance System Location
• Maintenance Tasks
• Contractor Allotted time for PM completion.

4.2.13 Contractor shall be responsible for all associated elevator pit equipment which includes sump pumps and related support equipment such as Ground Fault Interrupts (GFI) related electrical equipment, electrical switches, hoses, valves, pipes, and hoist way lighting. Contractor shall clean up, remove, and dispose of all related waste.

4.2.14 Contractor shall be responsible for painting all machine room floors, equipment, and pits as needed.

4.2.15 Contractor shall be responsible for maintaining all lighting inside elevator cars and car tops including bulbs and fixtures. Contractor shall not be responsible for machine room lighting.

4.2.16 Contractor shall be responsible for modifications of equipment due to manufacturer's recommendations.

4.3 Obsolescence

4.3.1 When a part or component of a conveyance system is deemed obsolete by the OEM, the Contractor shall make all attempts to repair the obsolete components and return it to normal operating conditions. If the Contractor is unable to repair the part or component, the Contractor shall take the following actions:

4.3.1.1 Contractor shall request Other Services Request to replace the obsolete component inclusive of parts, labor, and subcontracted services.

4.3.1.2 HAS shall decide in all instances of obsolescence when a part or component meets the definition of an obsolete part. HAS decision shall be final.

4.3.1.3 All modifications to equipment are subject to HAS approval.

4.4 Contractor shall be responsible for all signage related to safety, regulatory, identification or informational signage installed on each conveyance units. Non-regulatory signage is subject to HAS approval.
4.5 System Cleaning

4.5.1 As a part of the Best-In Class and Industry Standard level of service, Contractor shall provide all labor, tools and equipment, materials, and labor to maintain the cleanliness of each escalator and moving sidewalk as a part of basic services.

4.5.2 Upon request by HAS, conveyance units operating under the Reactive level of service shall be cleaned utilizing the Other Services Request.

4.5.3 Escalator and moving sidewalk cleaning shall at a minimum include step treads, step risers, balustrades and floorplates, and other surfaces associated with the conveyance units at IAH and HOU.

4.5.3.1 Escalator and moving sidewalks shall be cleaned at a minimum of once per month.

4.5.3.2 For Conveyance units operating under the Best-In Class level of service, at the request of HAS, Contractor shall provide additional cleaning of escalator or moving sidewalks due to excessive traffic, accidents or special events at no cost to HAS. For Industry Standard or Reactive levels of service, Contractor shall conduct additional cleaning utilizing the Other Work Services section.

4.5.4 For All levels of service, as a part of the approved PM plan, the Contractor shall provide for the cleaning of glass surfaces inside the elevator hoistway and all other related areas not regularly accessible to non-elevator personnel.

4.6 Corrective Maintenance (CM)

4.6.1 As a part of Basic Services, Contractor shall perform CM on all conveyance systems to repair or replace equipment when the equipment fails, malfunctions, or performs at a substandard level. Contractor shall respond to any defect or malfunction which impacts the public, renders the system incapable of performing at its normal, acceptable operating level, or to circumstances which impact passenger safety. In such cases, Contractor shall work continuously without regard for usual business hours, until the malfunctions are corrected unless approved by HAS.

4.6.2 Emergency Service - Contractor shall respond to a request from HAS for emergency service and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with a unit. Contractor shall respond and take unit(s) out of operation, place warning signs and “out-of-order” signs on the premises, place barricades on the premises, and release persons who may be trapped in a unit, etc. Priority shall be given to requests for emergency service.

4.6.3 While responding to CM requests, the Contractor’s staff shall communicate with the Airport Operations Center when the unit is returned to normal public service.

4.6.4 Contractor shall notify the designated HAS representative through an approved method of all equipment malfunctions rendering a conveyance unit out of service over 60 minutes, action to be taken and the expected downtime. Contractor shall notify HAS representative again when repairs are completed, and the system returned to normal public service.

4.6.5 Contractor shall replace any equipment, component, and appurtenance that fails and cannot be repaired as required for the resumption of normal public service. In the instance of force majeure or vandalism, replacement services shall be provided.

4.7 Scheduling

4.7.1 Contractor shall schedule all maintenance activities according to the requirements of its assigned level of service below.

4.7.2 PM scheduling for each level of service shall be agreed upon and coordinated in advance with HAS subject to the operational needs of HAS. Once coordinated, PM schedules shall be issued by the
HAS Enterprise Asset Management System (EAMS)

4.8.1 Utilize the HAS Enterprise Asset Management System (EAMS) including maintenance trending and tracking to reduce repair costs and optimize system operation efficiency. The Contractor shall be responsible for training and familiarization of HAS current Enterprise Asset Management System (EAMS) software. The Contractor shall also be required to attend HAS EAMS training regarding the EAMS hierarchy familiarization, user/security rights, and other HAS approved work flow processes. HAS EAMS training includes 4-8 hours per EAMS user. Contractor shall comply with HAS standards, policies and procedures to include, but not limited to: HAS EAMS Policy and Procedures, HAS Design Standards, and HAS Sustainability/Sustainable Asset Management Policy.

4.8.2 As part of the O&M services, Contractor shall utilize the Houston Airport’s Enterprise Asset Management System (EAMS). The Contractor shall comply with HAS’ policies and best practices regarding the use of HAS infrastructure, technology assets, and HAS Enterprise Asset Management solution. The condition and disposition of all Conveyance System related assets supported, on behalf of HAS, shall be documented and maintained in HAS’ EAMS which includes preventive maintenance, corrective maintenance, and all other work order activity. Documented assets shall be in alignment with HAS asset hierarchy principles, location and asset naming convention. Technologies utilized as a result of this agreement are subjected to HAS governance, security, and life cycles.

4.8.3 Contractor shall use the Houston Airport System’s EAMS as the primary recordkeeping system.

4.8.4 Contractor shall utilize HAS EAMS to track labor hours utilized for work under the proposed Agreement.

4.8.5 Contractor shall notify HAS of any changes to EAMS asset inventory data due to commissioning/decommissioning of assets related to this contract. Contractor shall submit the inventory changes in an approved HAS format. Throughout the contract, Contractor will replace HAS barcodes/QR codes on maintained assets as needed (missing, unreadable, new/replaced asset). The HAS barcodes/QR codes shall comply with HAS EAMS standards.

4.8.6 At or within 60 days after “Start Phase-in Notice”, Contractor shall survey the equipment listed in Exhibit BB and provide a list of discrepancies to HAS in a report titled, “Existing Conveyance Equipment Discrepancies Report.” The Existing Conveyance Equipment Discrepancies Report shall be used to reconcile differences in the Contractor’s bid items and EAMS.

4.8.7 One year prior to the expiration of the Agreement, Contractor shall certify to the Director, a complete listing of all conveyance equipment in EAMS. Listing shall include identification number, description, location, model/serial number, area served, condition, and age of equipment.

4.8.8 All equipment PM sheets, schedules, and other records must be available in EAMS for inspection by HAS personnel. All documents generated or obtained by the Contractor which pertains to the operation and maintenance of the conveyance equipment shall become HAS property upon expiration or termination of the proposed Agreement. All such documents shall be transferred to the Director within ten (10) days of expiration or termination. All records shall also be available in EAMS.

4.8.9 EAMS shall establish the required Preventive Maintenance / Corrective Maintenance baseline labor hours by type of equipment which shall be approved in writing by the Director.

4.8.10 Contractor shall provide a preventive maintenance (PM) plan for HAS review and approval. The Contractor shall submit the PM plan in a HAS approved format. HAS shall generate the approved PM plan in EAMS. Any requested changes by the Contractor to the PM plan shall require HAS review and approval. Once changes are approved, Contractor shall submit in an HAS approved
4.8.11 HAS shall retain all right, title, interest, and full ownership of any work, invention, and all Agreement documents including software, computer applications, preliminary plans, reports, or any modifications or improvements to the data at all times. If modifications to the EAMS database is required to move, enhance, or manipulate conveyance system asset data, the Contractor shall coordinate with HAS to hire a subcontractor that meets HAS minimum requirements/qualifications to perform IT-related tasks. This shall be completed under the supervision of the HAS Technology Division and handled through an Other Services Request.

4.9 Escalator and Moving Sidewalk Interior Cleaning

4.9.1 As required by ASME A17.1, starting at IAH, on the first week of January of each year, the Contractor shall schedule a cleaning each, escalator, and moving sidewalk interior which operates under the Best-In Class and Industry Standard levels of service. Once all applicable units have been completed at IAH, Contractor shall complete the interior cleaning work at HOU and EFD. Units shall be shutdown, one at a time, for preventative maintenance, repair or replacement of equipment that cannot be serviced while the system is in operation. The Contractor shall provide all parts, labor, and planning necessary to ensure efficient completion of the interior cleaning process. For interior cleaning, the Contractor shall plan staffing in addition to the regular staff performing routine PM and CM along with the cleaning service routines. Once a unit is taken out of service for cleaning, the Contractor shall work around-the-clock until work is completed, and the unit is back in normal public service.

4.9.2 Contractor shall perform escalator and moving sidewalk interior cleaning work beginning each week on Sunday beginning at 10:30 p.m.

4.9.3 On November 1st of each calendar year, the Contractor shall prepare and present an activity plan to HAS, detailing the following as a part of the Contractors Annual Report:

- All procedures included in the escalator and moving sidewalk interior cleaning.
- Work orders for each work item to be accomplished.
- EAMS Work Orders showing task, tools, manpower, and materials required to complete a work item.
- A maintenance priority list.
- A materials list and manpower schedule.
- A job plan with a related critical path network.
- Work schedules.

4.9.4 Thirty (30) days before work begins, Contractor shall deliver the final work schedule to HAS for approval. A meeting shall be scheduled to address work assignments. The Contractor shall accomplish any preliminary work prior to the beginning of the cleaning process in order to expedite the schedule 48-hours in advance and HAS shall approve any such deviation.

4.9.5 Contractor shall not modify the approved work schedule without HAS approval.

4.9.6 Contractor shall upon completion of the cleaning, schedule a meeting with HAS to discuss the details and/or results.
5.0 **FORCE MAJEURE:**

5.1 Any instance of force majeure that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section.

6.0 **THIRD PARTY DAMAGE / VANDALISM:**

6.1 Any instance of third-party damage or vandalism that is proven by the Contractor and verified by HAS shall be replaced at a cost not to exceed rate proposed through the Other Work Services section.

7.0 **INSPECTION, TESTING, AND OPERATING PERMITS:**

7.1 Maintenance Inspection and Testing

7.1.1 Maintenance, Inspection, and testing requirements shall be the same for all levels of service.

7.1.2 Inspections and tests that are not required by code or regulations are maintenance inspection and tests and shall be provided as part of basic services.

7.1.3 Any inspection or test that makes a unit inoperable between 6:00 a.m. through 10:30 p.m. shall require the approval of HAS before the inspection begins.

7.1.4 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing identifying the corrective action(s) taken within ten (10) days unless otherwise authorized by HAS.

7.1.5 HAS shall determine responsibility for any deficiencies identified through an inspection or test.

7.2 Regulatory Inspections and Tests

7.2.1 Contractor shall, at its expense, identify, schedule, and ensure completion of all inspections and tests required to receive the City of Houston operating permits. Permit Inspections occur per the schedule in the table below.

<table>
<thead>
<tr>
<th>Permit Inspection Quarters by Airport</th>
</tr>
</thead>
<tbody>
<tr>
<td>IAH</td>
</tr>
<tr>
<td>HOU</td>
</tr>
<tr>
<td>EFD</td>
</tr>
</tbody>
</table>

7.2.2 These dates may be changed subject to operational requirements of each airport.

7.2.3 Contractor shall prepare a schedule of all conveyance equipment outlining the dates on which the test shall be performed. The schedule shall become property of HAS.

7.2.4 The schedule shall be submitted to HAS for approval sixty (60) days before testing begins.

7.2.5 All regulatory inspections and tests shall be performed by a licensed third-party Contractor that shall be selected by HAS. Contractor shall cover the costs of the third-party Contractor under basic services.

7.2.6 Contractor shall obtain the most recent list of approved Contractors from the City at least forty-five (45) days before inspections begin to facilitate the selection of an Contractor by HAS.

7.2.7 Contractor shall pay on behalf of HAS all applicable operating permit fees as a part of basic services.

7.2.8 Any damage that occurs because of an inspection or test shall be at Contractor’s expense.
7.2.9 HAS shall retain the professional services of an independent Contractor to perform annual inspection of all equipment covered by this Agreement in accordance with the latest regulatory requirements. Contractor shall be required to assist the consultant by providing access, removing panels, covers, escalator steps and any other parts requested by the Contractor to perform a complete evaluation of the equipment.

7.2.10 All deficiencies found during regulatory inspections determined by HAS shall be the responsibility of the Contractor shall be corrected by the Contractor before the unit is returned to passenger service unless approved by HAS under basic services.

7.2.11 The labor required of the Contractor to perform the annual inspections shall be provided by the Contractor at no additional cost to HAS.

7.2.12 Any regulatory inspection or test that requires a unit to be made inoperable anytime from 6:00 a.m. through 10:30 p.m. shall require the approval of HAS before inspection begins.

7.2.13 Contractor shall assist the City and the Fire Marshall in the inspection and testing of the airport fire system as needed. Contractor shall accommodate access to all elevator hoist-ways, well-ways, and controls spaces for such inspections.

7.3 HAS Inspections and Outside Contractors

7.3.1 HAS maintains the right to conduct inspections of all equipment, records, and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the result of the inspection and recommendations shall be forwarded to the Contractor.

7.3.2 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. Contractor shall correct the deficiency and respond in writing identifying the corrective action(s) taken within ten (10) days unless otherwise authorized by HAS.

7.3.3 HAS shall determine responsibility for any deficiencies identified through an inspection or test.

7.3.4 Contractor shall provide all necessary labor to support any outside contractors performing work related to the scope including access to all contractor-controlled work areas and spaces.

8.0 OPERATIONS AND MAINTENANCE MANUALS:

8.1 HAS shall provide Contractor with any operation, maintenance and equipment manuals, including related drawings and wiring diagrams currently in HAS’ possession.

8.2 Contractor shall be responsible for maintaining and updating the manuals throughout the term of Agreement.

8.3 Contractor shall be responsible for obtaining any other information/data required to perform required maintenance at no cost to HAS.

8.4 Contractor may recommend changes to the operation and maintenance manuals based on the Contractor’s experience. Such recommendations shall be in writing. HAS shall take any suggestions under advisement, review the suggestions with the Contractor, and advise any changes to be implemented.

8.5 All system documents, including manufacturer’s data, wiring control diagrams, manuals and manual information regardless of the condition or status, existing or in preparation, are the property of HAS.
9.0 **TOOLS, PARTS, AND EQUIPMENT:**

9.1 **Spare Parts**

9.1.1 Contractor shall provide and maintain, on site, a stock of parts and materials for each type and model of equipment to be maintained that is sufficient to repair and service all the equipment in accordance with the performance levels. Failure to do so, may result in performance deductions being enforced per the specifications of Section 12.0.

9.1.2 Contractor shall submit a written philosophy on how Contractor shall manage the operational needs to purchase and maintain an inventory of spare parts in relation to the conveyance equipment in use at HAS and how these needs shall be satisfied.

9.1.3 Within five (5) days of the Notice to Proceed letter, Contractor shall submit “Parts Control Plan” which shall include a breakdown of procedures for requesting parts, parts storage locations, parts inventory management, minimum part quantities, and other pertinent information.

9.1.4 The Parts Control Plan shall be reviewed annually to ensure that it is meeting the operational needs of the Contractor and HAS.

9.1.5 HAS reserves the right to require additional parts be kept on site at no additional cost to the City.

9.1.6 Contractor shall demonstrate its ability to obtain all replacement parts from Original Equipment Manufacturers (OEM), including proprietary parts.

9.1.7 Replacement parts shall be new and meet the same OEM specifications as the original parts and conform to the Operations and Maintenance Manuals.

9.1.8 When new OEM parts are unavailable, Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with written approval from HAS. In either case, parts shall be equal in quality and operation to original parts and free from all defects.

9.1.9 Contractor shall not mix control and instrumentation devices from different manufacturers within a specific control system without prior approval from HAS.

9.1.10 Contractor shall handle, transport, and dispose of all parts, waste or hazardous materials in such a manner as to ensure the highest level of safety of the environment and to public health at no cost to HAS. Contractor shall not store worn or defective parts on airport premises and shall notify HAS when these parts are to be removed from HAS property.

9.1.11 Office space and storage for spare parts may be available to the Contractor at each airport. Contractor shall provide any additional required storage space off-site at its expense. HAS shall have access to all storage areas for inspection.

9.1.12 The City recommends that Contractor maintain an accurate parts inventory of both HAS owned and Contractor owned spare parts in EAMS.

9.2 **HAS Owned Parts**

9.2.1 HAS shall transfer control of items listed in Exhibit BB to the Contractor.

9.2.2 Contractor shall assume control and responsibility for the inventory and shall return inventory upon completion of Agreement in the same or better condition.

9.3 **HAS Owned Tools**

9.3.1 At the discretion of HAS, proprietary services tools may be furnished for the repair and testing of the conveyance units. When provided, The Contractor shall maintain, including reprogramming,
and return these tools in at end of this Agreement at no cost to HAS.

9.3.2 All tools required for the completion of Contractor responsibilities are the responsibility of the Contractor.

9.3.3 Failure to obtain proprietary service tools for conveyance units shall not relieve the contractor of its responsibilities.

10.0 OTHER WORK/SERVICES REQUESTS:

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

10.2 Performing Other Work/Services

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

10.2.2 Before issuing an OSR, the Director shall first issue a written notice to the Contractor detailing the specific OSR to be performed by the Contractor.

10.2.3 In response to any such written notice, Contractor shall provide the Director with a written agreement within five (5) business days of receipt of OSR. Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to the Contractor.

10.2.4 Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by the Director. The Director shall not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. The Director’s decision shall be final.

10.2.5 In some situations, HAS may supply parts to Contractor for Other Work/Services Work. HAS shall bear full responsibility for the parts.

10.2.6 Upon receipt of the Contractor’s OSR agreement, the Director has the option to reject the Contractor’s agreement, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor’s agreement and require resubmission, the Contractor shall resubmit a modified agreement within five (5) business days of the rejection.

10.2.7 Upon approval by the Director of the modified agreement, an OSR shall be issued. Contractor shall commence work as stated in the OSR. Contractor shall diligently work to the completion in accordance with the terms and conditions of Agreement and the approved OSR.

10.2.8 Contractor’s labor cost shall not exceed the rate stated in the Fee Schedule (Exhibit “F”). Contractor’s labor cost stated in the Fee Schedule only applies to the Contractor’s employees who are “not” performing work in conjunction with their regular duties. Labor shall be inclusive of supervision, transportation, tools, and expendables.
10.2.9 Pricing for equipment, parts, supplies, and sub-contracted requirements which may be required for authorized Other/Work Services shall be the Contractor’s actual cost-plus percent (____%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel). Copies of invoices from Contractor’s suppliers for these items shall be submitted with Contractor’s invoices at the time of submittal to HAS for payment. The mark-up percentages stated shall not increase during the term of this Agreement. The quantity of equipment, parts and supplies shall depend on the needs of HAS.

10.2.10 Should a required service exceed $5,000, Contractor shall obtain three (3) itemized bids/estimates within five (5) business days from separate/different vendors/suppliers, not affiliated with Contractor, for the required equipment, parts, supplies, and sub-contracted work/items. Contractor shall submit the bids/estimates to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual cost-plus percent (____%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel).

10.2.11 If a required service is less than $5,000, Contractor shall obtain one (1) itemized bid/estimate from a separate/different vendor/supplier, not affiliated with Contractor within five (5) business days, for the required equipment, parts, supplies, and sub-contracted work/items. Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Contractor shall be compensated at actual cost-plus percent (____%) mark-up proposed on the Fee Schedule (mark-up excludes freight and travel).

10.2.12 After completion of Other Work/Services, a copy of the approved OSR shall accompany the invoice.

10.2.13 While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage, a supplemental OSR shall be submitted.

10.2.14 Contractor shall submit to the Director, copies of original purchase orders and invoices evidencing Contractor’s acquisition costs.

10.2.15 In the case of emergency services, Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director shall submit a written Emergency Service Request to the Contractor.

10.2.16 If it is determined this scope of work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request shall be reimbursed to HAS by the Contractor. HAS does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Agreement.

10.2.17 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

10.2.18 Contractor shall be responsible for ensuring all work done under an Other Service Request is in compliance with all regulatory plan review and permitting requirements in effect. Contractors work schedule shall not be approved without submitting the appropriate permits to HAS.

10.2.19 Contractor shall not subcontract work to companies affiliated with the Contractor without prior written approval form the Director.

10.2.20 HAS directed upgrades shall not be considered basic services regardless of the conveyance systems assigned level of service.

10.2.21 Unless specifically allowed under a section of this agreement, preventative maintenance parts and services shall not be an OSR candidate.
10.3 **OSR Candidates**

10.3.1 Provide the services of independent consultants, engineers, or other professionals to perform special studies or investigations of elevator, escalator, moving sidewalk or wheelchair lift equipment maintenance operations.

10.3.2 Provide labor and material to modify or upgrade equipment in accordance with revisions to governing regulations; recommendations by consultants, engineers, professionals; or HAS requirements.

10.3.3 Provide any other services related to the general scope not otherwise included in the Basic Services or Other Work/Services and not customarily furnished in elevator, escalator, wheelchair lift, and moving sidewalk maintenance contracts.

10.3.4 Provide the upgrade, repair or replacement of elevator interior, exterior, or related components including but not limited to, buttons, switches, door detectors, control equipment, ceiling light fixtures and grids, stainless steel doors and walls, bump pads, and flooring.

10.3.5 Provide safety related upgrades or modifications to conveyance units due to recommendations from the OEM, Third Party Consultants, or HAS requirements.

10.3.6 Provide accessibility related upgrades to conveyance units due to recommendations from Third Party Consultants, Regulatory Agencies, or HAS requirements.

10.3.7 Provide for the replacement or refurbishment of escalator steps or moving sidewalk pallets that are worn or otherwise damaged by third parties.

10.3.8 Provide for the repair or replacement of components damaged by vandalism or other third parties.

10.3.9 Provide for the repair or replacement of components damaged by force majeure.

10.3.10 Provide for additional conveyance unit cleaning services outside of the scope of a unit's defined level of service or not covered under this agreement.

10.3.11 Provide for the installation or upgrade of conveyance unit monitoring systems and related components including but not limited to hardware, software, licensing, monitoring services, and communications equipment.

10.3.12 Provide for the upgrade of parts that meet the definition of "obsolete part(s)".

10.3.13 Provide for preventative maintenance services on conveyance units covered under the Reactive level of service or to repair deficiencies found when a conveyance system level of service is changed away from Reactive.

11.0 **QUALITY CONTROL:**

11.1 The Quality Control requirements described under this section shall apply to all conveyance units in the Best-In-Class and Industry Standard levels of service only.

11.2 Contractor shall submit a written philosophy on Quality Control (QC).

11.3 Contractor shall develop, implement, and maintain a Quality Control Program that shall assure the Director that the Conveyance System Operation and Maintenance Services are in accordance with the highest standards prevailing in the industry. The Contractor’s Quality Control plan, at a minimum, shall include the following:

11.3.1 The Quality Control Program shall include an inspection plan that must specify areas to be inspected on a scheduled or unscheduled basis, frequency of inspection, and titles of Contractor’s personnel who shall be performing the inspections.
11.3.2 Contractor’s staff conducting Quality Control functions shall at a minimum meet the experience requirements of section 13.4 for a Mechanic, Mechanic-In Charge or Project Manager. The IUEC / CET certification requirements are not required to be met for Contractor staff conducting Quality Control.

11.3.3 The inspection plan shall specify the type and number of inspections to be conducted, and the types of deficiencies to be targeted.

11.3.4 Deficiency Prevention – Contractor shall establish a method of identifying and correcting deficiencies (and their cause) in order to improve the quality of service before the level of performance is impaired.

11.3.5 Inspection Files – Inspection files shall include documentation on all inspections conducted by the Contractor and the corrective action taken. The documentation shall be made available to HAS at any time it is requested.

11.3.6 Inventory Files – Contractor shall make available to HAS a file of all inventories.

11.3.7 Contractor shall develop a Quality Control inspection sheet in a format acceptable to the Director. The Contractor shall maintain a file of all inspections conducted by Contractor and the corrective actions taken. This file shall be made available to the Director immediately upon request.

11.4 Contractor shall submit the Quality Control program in writing to HAS for approval before implementation and review it annually to ensure that the program produces the desired results.

11.5 Contractor shall document and incorporate the Quality Control program into HAS EAMS.

11.6 HAS Quality Assurance

11.6.1 HAS may use a variety of inspection methods to evaluate Contractor’s performance including performance review meetings, HAS records detailing any late or defective service, customer complaints, etc.

11.6.2 HAS maintains the right to conduct inspections of all equipment and records covered without prior notice to the Contractor. HAS may use an outside Contractor for this service. A written report of the results of the inspection and recommendations shall be forwarded to the Contractor.

11.6.3 All deficiencies identified through an inspection require the Contractor to take immediate action. Contractor shall correct any deficiencies and respond in writing stipulating the corrective action(s) taken within ten (10) days of receipt of report unless otherwise authorized by the Director.

11.6.4 All deficiencies identified through Quality Assurance and determined by HAS shall be the responsibility of the Contractor to be repaired under basic services.

11.7 Preventative Maintenance Audit

11.7.1 At the request and expense of HAS, a PM Audit may be performed on an unscheduled basis by an independent and qualified third party. The areas to be covered by the PM Audit may include, but not be limited to, the following:

- General maintained condition of elevators, escalators, and moving sidewalk systems.
- Proficiency of Contractor’s personnel.
- Accuracy of Contractor’s records.
- Quality and thoroughness of Contractor’s work.
- Adequacy and condition of Contractor’s shop equipment.
- Adequacy of Contractor’s parts inventory to perform PM.
12.0 **PERFORMANCE OBJECTIVES:**

12.1 Contractor shall submit a plan to meet or exceed the performance objectives.

12.2 Performance Standards; deductions listed in this section shall be reported independently for each airport.

12.3 **Key Performance Indicators (KPI)**

12.3.1 As an ongoing effort for HAS to become a five-star global air services gateway, the conveyance units covered have been classified under one of three levels of service. Contractor shall be responsible for ensuring the performance of each conveyance unit meets or exceeds its prescribed level.

12.3.2 Conveyance units shall be grouped together based upon their level of service for KPI tracking. KPI’s shall be measured using five (5) major measurements: System Reliability, Mean Time Between Failure, Mean Repair Time, Elevator Entrapments, and On-Time PM Completion.

12.3.3 For the first 90 days from the notice to proceed letter, the performance objectives under section 12.3 shall be tracked but shall not result in a performance deduction.

12.3.4 Beginning on the 91 day from the Notice to Proceed letter, Contractor shall maintain the following minimum performance for each KPI at each of the three levels of service:

| Key Performance Indicator Minimum Values |
|-------------------------------|-----------------|----------------------|----------------------|
| KPI                           | Best-In Class   | Industry Standard    | Reactive             |
| System Reliability            | ≤ 99.75 %       | ≤ 99.00%             | Not Tracked          |
| Mean Time Between Failure (MTBF) | ≥ 11hr.         | ≥ 9 hrs. 34 min      | ≥ 8 hrs. 27 min      |
| Mean Repair Time (MRT)        | ≤ 60 minutes    | ≤ 75 minutes         | ≤ 120 minutes        |
| Elevator Entrapment (ET)      | ≤ 1             | ≤ 2                  | ≤ 3                  |
| On-Time PM Completion         | 99.90%          | 95%                  | Not Tracked          |

12.3.5 System Reliability (SR) shall be a percentage calculated for each level of service utilizing the following formula:

\[
SR = \frac{\text{Total Accountable System Uptime}}{\text{Total Accountable Time for Reporting Period}}
\]

12.3.6 Mean Time Between Failure (MTBF) shall be a time period calculated in a cumulative manner system wide utilizing the following formula:

\[
MTBF = \frac{1}{\text{(Total number of Work Orders for reporting period / Total Time for Reporting Period)}}
\]

12.3.7 Mean Repair Time (MRT) shall be time period calculated cumulatively system wide utilizing the following formula:

\[
MTR = \sum (\text{All Repair Times for Reporting Period}) / \text{Total number of work orders for the Reporting Period}
\]

12.3.8 **Elevator Entrapments** shall be the total occurrences per unit received for passengers entrapped inside an elevator. This shall be tracked on a per unit basis.

12.3.9 **PM Completion** shall be a percentage of EAMS PMs closed on-time or early for the reporting
period utilizing the following formula:

\[ PM = \frac{\text{PM's Closed on time} + \text{PM's Closed early}}{\text{Total PM's for Reporting Period}} \]

12.3.10 The reporting period for calculating each KPI shall be the calendar month.

12.3.11 When a KPI falls below its target value during a reporting period, a performance deduction may be applied at the discretion of HAS for each percentage point or fraction of a point below its target. Contractor incur a deduction (on the next monthly invoice) based upon table 10.3.10 below:

<table>
<thead>
<tr>
<th>KPI Performance Deduction Schedule</th>
<th>Best-In Class</th>
<th>Industry Standard</th>
<th>Reactive</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Reliability</td>
<td>$1,000 per percentage point or fraction of a point</td>
<td>$500 per percentage point or fraction of a point</td>
<td>None</td>
</tr>
<tr>
<td>Mean Time Between Failure</td>
<td>$1,000 per hour or fraction of an hour</td>
<td>$500 per hour or fraction of an hour</td>
<td>None</td>
</tr>
<tr>
<td>Mean Repair Time</td>
<td>$1,000 per hour or fraction of an hour</td>
<td>$750 per hour or fraction of an hour</td>
<td>None</td>
</tr>
<tr>
<td>Elevator Entrapments</td>
<td>$500 per entrapment</td>
<td>$500 per entrapment</td>
<td>None</td>
</tr>
<tr>
<td>PM Completion</td>
<td>$750 per percentage point or fraction of a point</td>
<td>$500 per percentage point or fraction of a point</td>
<td>None</td>
</tr>
</tbody>
</table>

12.3.12 Failures or outages of conveyance systems due to third party damage, force majeure, previously scheduled maintenance, a request by HAS to remove a unit from service temporarily, verified third party damage, verified force majeure damage, regulatory inspections or work completed under an HAS approved Work Area Notice (WAN) shall not be used in determining KPI performance.

12.3.13 All outages of conveyance systems that are reported to the Contractor through the Airport Operations Center or HAS' EAMS shall count toward the calculation of the five key performance indicators. The outage event shall begin with the time that the unit is reported out of service by the Airport Operations Center (AOC) or an installed conveyance monitoring system. The downtime event will end when the Contractor closes the work order through the EAMS once the unit has been repaired and returned to normal public service. The calculation for downtime accountability may be changed during this Agreement if mutually agreed to by both parties.

12.3.14 In the event of multiple start times for an outage, the earliest time shall apply.

12.3.15 All times used in conjunction of reporting out of service times should originate from an installed conveyance monitoring system, Airport Operations Center notification or HAS' EAMS.

12.3.16 Contractor shall maintain each KPI and submit the required results in an HAS approved format and the results shall be reported as stated below.

12.3.17 Any discrepancies noted by HAS regarding a reported KPI shall be reviewed by both parties, revised, and resubmitted.

12.3.18 Contractor shall report KPI performance results individually for each airport.

12.3.19 Each KPI shall be calculated separately for each airport and shall be reported monthly to the HAS contract project manager.

12.3.20 For Best-In Class and Industry Standard levels of service, when a KPI falls below its target value for two (2) consecutive months, or performance records indicate it will not be met, Contractor at its
expense, shall promptly undertake reviews and analyses, including a review of maintenance procedures, and shall propose a plan to the Director within fourteen (14) calendar days to correct the problem(s). Corrections necessary to meet these requirements shall be made by Contractor at no additional cost to HAS. Immediately after the Director's approval of corrective action(s), Contractor shall make the corrective action(s) to mitigate the cause. Corrective actions shall be documented in a Failure Analysis and Correction report. A Failure Analysis and Correction report shall be issued by the Contractor when the success of the corrective action can be substantiated.

12.4 Unit Availability

12.4.1 When a conveyance unit operating under the Best-In Class level of service is out of service, it may substantially harm the City, its citizens, and the traveling public. HAS may impose a performance deduction of $100.00 per hour or fraction of an hour that a unit is not available to the public.

12.4.2 When a conveyance unit operating under the Industry Standard level of service is out of service, it may substantially harm the City, its citizens, and the traveling public. HAS may impose a performance deduction of $50.00 per hour or fraction of an hour that a unit is not available to the public.

12.4.3 Starting after the notice to proceed, if an out of service condition exists for longer than two (2) hours, a performance deduction may be applied at the discretion of HAS until the unit is returned to public service for every hour or fraction of an hour that a unit is out of service or unavailable for public use.

12.4.4 The deductions apply to elevators, escalators, moving sidewalks, wheelchair lifts, and related components separately; therefore, simultaneous outages of several units may result in multiple deductions excluding the deductions in the KPI Performance Deduction Schedule table.

12.4.5 The Director shall be the final authority on whether a deduction is imposed. When a deduction has been imposed, Contractor shall calculate such deduction and include it on the next invoice. Continual failures by the Contractor to expedite work to correct malfunctions is cause for termination of the Agreement and use of performance bond monies to, effect required repairs.

12.4.6 The sum of all performance deductions under this section shall not exceed two (2%) of the total annual basic service fee amount for the current contract year, or previous twelve (12) months, whichever is greater.

13.0 CONTRACTOR STAFFING:

13.1 General Statements

13.1.1 Contractor shall submit a list of all potential employees to HAS. The list shall state each employee’s name, job title, certification, and assigned responsibilities. Contractor shall provide a final list of personnel during the Phase-In period and before the Agreement start date.

13.1.2 Contractor shall submit their proposed management and staffing plan for each airport.

13.2 Contract Staffing Requirements

13.2.1 During the Contractor’s Phase-in period, the Contractor shall develop and submit for HAS approval a staffing plan which shall include:

- A Project Manager to oversee all work performed.

- An Assistant Project Manager to assist the Project Manager with day-to-day operations and act for the project manager when he/she is off site.

- A Qualified number of conveyance Mechanic-In Charge, mechanics and apprentices to perform
all maintenance functions to successfully meet the performance objectives and ensure PM’s are completed on schedule.

- Contractor or Sub-Contractor staff to comply with the unit cleaning requirements.

13.2.2 Upon notification from HAS, the Contractor shall coordinate and provide additional staffing during peak periods or special events when passenger traffic is expected to increase. This includes but is not limited to major sporting events, spring break, Thanksgiving week, Christmas week, and Offshore Technology Conference as a part of basic services.

13.2.3 Contractor shall provide an appropriate level of staffing starting on the date of “Notice to Proceed Letter” 24/7/365, including weekends, holidays, vacations, sick leave, training, leap year, and severe weather events.

13.2.4 For the escalator / moving sidewalk interior cleaning, Contractor shall provide additional staff to complete the cleaning. This shall not be the regular staff performing scheduled PM, PDM, and CM.

13.2.5 Contractor shall notify HAS of all staff changes and request approval for changes to staffing before they are implemented.

13.3 Staff Hours and Scheduling

13.3.1 The Project Manager and Assistant Project Manager should be on site Monday through Friday, 7:00 a.m. to 4:00 p.m. to oversee all aspects of work.

13.3.2 For OSR purposes, Contractor shall provide after hour and weekend/holiday labor rates for a mechanic, apprentice, and laborer. The normal labor rate shall be used during normal business hours which are Monday through Friday, 7:00 a.m. to 3:30 p.m. The afterhours labor rate shall be used outside of normal business hours excluding Saturday, Sunday and holidays as designated by the City when the weekend/holiday labor rate shall apply.

13.4 Experience and Licensing Requirements

13.4.1 All Contractor personnel shall meet applicable certification requirements of any authority having Jurisdiction.

13.4.2 The Project Manager should at a minimum of ten (10) years’ experience in the installation, maintenance, and repair of conveyance equipment and minimum five (5) years’ managerial experience related to conveyance systems supervising a Conveyance System Operation and Maintenance Services Contract, in a 24/7/365 operation.

13.4.3 The Mechanic in Charge and Assistant Project Manager shall at a minimum have five (5) years’ experience in the installation, maintenance and repair of conveyance equipment and two (2) years’ experience supervising a Conveyance System Operation & Maintenance Services Contract, preferably in a 24/7/365 operation. Mechanics in Charge shall hold a current, valid mechanics license issued by the International Union of Elevator Contractors (IUEC) or Certified Elevator Technician (CET).

13.4.4 All mechanics assigned to work under this Agreement shall have five (5) years’ experience in maintenance and repair of conveyance equipment. Mechanics shall also hold a current and valid mechanics license issued by the IUEC or CET.

13.4.5 All Apprentices assigned to work under this Agreement shall have at least two (2) years’ experience in the elevator industry and be actively enrolled in either the National Elevator Industry Education Program (NEIEP) or the National Association of Elevator Contractors (NAEC) Certified Elevator Technician program (CET).
13.4.6 If Contractor fails to meet any of the KPI performance standards for a period of three (3) consecutive months, or the Director determines that the Contractor’s requirements and responsibilities can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to HAS.

13.4.7 Contractor’s personnel shall work additional hours as required to meet Contractor’s obligations at the Contractor’s expense.

13.5 **Contractor Project Manager**

13.5.1 Contractor shall designate in writing to the Director a Project Manager (PM). Project Manager shall be approved in writing by the Director before commencing performance herein.

13.5.2 Contractor shall provide a dedicated and qualified Project Manager who shall serve as the main point of contact with HAS and shall be approved by HAS.

13.5.3 The Project Manager shall be required to be on-site at IAH during the hours of 7:00 a.m. through 4:00 p.m., Monday through Friday and visit HOU or EFD when requested by HAS. The Project Manager shall be available and on-call 24 hours daily.

13.5.4 The Director shall be notified in writing and an acting project manager identified and approved by the Director when the project manager is off site for an extended duration (corporate meetings, vacation, illness, etc.). The acting project manager shall be fully authorized by the Contractor to act for the Contractor in all matters.

13.5.5 Project Manager shall attend regularly scheduled meetings to discuss the maintenance and operation of the conveyance systems. Project Manager shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a form satisfactory to the Director. Project Manager shall issue copies of the minutes to all attendees within three (3) business days following each meeting. HAS shall approve the minutes prior to distribution by the Contractor.

13.5.6 The Project Manager shall not be a working technician and/or mechanic.

13.5.7 The Project Manager shall not be reassigned without prior approval of the Director. Such approval shall not be unreasonably withheld if the replacement Project Manager has equal experience, and skilled in a like position with a contract of similar size and scope.

13.5.8 HAS reserves the right upon written request, to require the Contractor replace the Project Manager or Assistant Project Manager within ten (10) business days. The new Project Manager or Assistant Project Manager shall meet all the experience requirements listed in Section 13.4.

13.5.9 The Project Manager or Assistant Project Manager when designated in charge, shall be on HAS property during the designated times. When required, the PM or APM shall notify the appropriate airport staff when they leave IAH for business at HOU, EFD, or their corporate offices, and how they may be reached in case of an emergency.

13.6 Contractor may change personnel only with equally classified and qualified personnel at HAS request or with HAS’ approval. Contractor shall furnish adequate certification papers and documentation of the assigned personnel’s qualifications for the on-site crew.

13.7 Except for staff assigned to the escalator / moving sidewalk interior cleaning, Contractor shall not transfer staff between airports without approval from HAS.

13.8 Contractor’s assigned Preventative Maintenance / Corrective Maintenance staff shall work exclusively on work under this Agreement.

13.9 When a unit in areas accessible to the general public is out of service, repairs or other work to the
unit, required to return it back to normal public service shall be given priority regarding materials ordering, shipping, and scheduling of off-site personnel who do not normally work on site.

13.10 Customer Service

13.10.1 Contractor shall provide their approach to previous superior customer service.

13.10.2 All Contractor staff shall maintain a strong customer service focus, which includes being courteous, helpful, and provide assistance when needed.

13.10.3 Contractor personnel shall be well groomed and properly uniformed. Uniforms shall display company logo, and appearance shall always be clean and neat.

13.10.4 Contractor staff shall attend customer service training when requested by HAS.

13.10.5 The labor to attend any seminars shall be at Contractor’s expense.

13.10.6 Scheduling shall be coordinated between HAS and the Contractor.

13.10.7 Contractor shall always enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s).

13.10.8 Contractor shall have the right to replace any personnel assigned to provide services at the Director’s discretion.

13.11 Training

13.11.1 Contractor shall provide, at its expense, all training for assigned personnel. Contractor shall maintain a training program to ensure that all personnel are continuously trained on all aspects of the conveyance equipment installed and operated by HAS.

14.0 COORDINATION OF CONTRACTOR PERFORMANCE:

14.1 Contractor shall provide in writing and coordinate all performance issues with the Director or the Director’s designee. Contractor shall keep the Director or the Director’s designee advised of all developments as it relates to the performance of the scope of work.

14.2 Pre-Performance Conference

14.2.1 Contractor shall attend a pre-performance conference with the Director and other representatives of HAS prior to receiving Notice to Proceed letter. HAS shall specify the time and place of such meeting in a written notice to Contractor. Representatives of the Contractor attending the pre-performance conference shall include, but are not limited to, the assigned Project Manager, and an officer who is authorized to bind Contractor in matters relating to the pre-performance conference items listed below. The Director may, at his/her discretion, designate other representatives of the Contractor. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- Phase-In and Start-up schedules
- Contract Administration
- Facilities utilization
- Channels of communication
- Review of Staffing plan
- Organization and function charts reflecting the line of management authority
- Review of proposed Quality Control Plan
- Review of proposed Maintenance Plan
- Review of Contractor Safety Plan
14.2.2 Contractor shall meet with HAS, on a frequency determined by the Director, to identify and resolve performance issues. The Director may verbally or in writing request the Contractor to attend a performance meeting. The Contractor’s designated attendees shall attend for the duration, prepare meeting minutes and provide a typewritten copy to the Director for approval within five (5) days of any such meeting. The Director shall have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original shall be retained by HAS and a copy provided to Contractor.

14.2.3 Contractor shall begin performance on the date specified in a written Notice to Proceed letter signed by the Director and shall diligently perform Work activities in strict compliance with this Agreement.

14.3 Phase In

14.3.1 Contractor shall provide their approach and methodology for the Phase-In transition.

14.3.2 To accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to HAS, Contractor shall provide Phase-In services for up to thirty (30) days prior to expiration of the previous contract.

14.3.3 Contractor’s Phase-In period shall begin upon receipt of a “Start Phase-In Notice” from the Director and continues until receipt of “official Notice to Proceed” (Start Date of the Contract). The “Start Phase-In Notice” is different than the official Notice to Proceed letter.

14.3.4 Contractor shall not be responsible for operating or maintaining any equipment during the Phase-In period.

14.3.5 During the Phase-In period, Contractor shall have access to the facilities and areas covered by the contract, access to personnel, and allowed to observe all operations.

14.3.6 Incumbent Contractor shall be available during the Phase-In period to answer questions and resolve issues or any misunderstandings.

14.3.7 During Phase-In period, the Contractor shall provide all required deliverables including but not limited to:

- Review and verify equipment list within the first five (5) days of Phase-In.
- Arrange to have supervisory, technical, and other related personnel on site at the airports to observe the operation and maintenance of the conveyance systems.
- Recruit and transfer personnel, train personnel, and arrange for security badges.
- Establish management procedures, set up records, ensure adequate parts, tools, and equipment in place for systems maintenance.
- Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
- Coordinate Contractor’s activities with HAS.
- Final transition and training plan addressing the Contractor staffing strategies for determining the necessary staffing and supervision required for compliance with the specified services (HAS required staffing is a minimum staffing only).
- Emergency phone numbers and verification of cell phones.
- Certification of all contractor personnel requirements and training.
• Reporting and approach plans.
• Inventory of supplies, materials, tools, equipment, etc., necessary to start.
• Standard Operating Procedures (SOP).
• Permits, licenses, and certifications.
• Security approval and access.
• Subcontractor and Subcontractor agreements in place.
• Provide deficiency list within thirty (30) days of the Notice to Proceed letter.
• The Phase-In period shall end at issuance of the official Notice to Proceed letter, at which time Contractor shall assume full responsibility for the operation and maintenance of the conveyance systems and equipment.
• Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed letter from the Director.
• Contractor shall immediately after receipt of the official Notice to Proceed letter, coordinate and train staff to utilize the EAMS.

14.4  Phase Out

14.4.1 Two (2) months prior to Contract expiration, the Contractor/Incumbent shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last twelve (12) months of monthly reports, and list of equipment to the Director.

14.4.2 To accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to HAS, Contractor/incumbent shall provide Phase-Out services for up to thirty (30) calendar days following the successor’s receipt of “Start Phase-In Notice” from the Director and continue until successor’s receipt of official Notice to Proceed. Phase-Out orientation comprises a maximum of thirty (30) work days, eight (8) hours per day for successor’s personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor/incumbent shall be totally responsible for providing the services during its Phase-Out period. Contractor shall cooperate with its successor Contractor and ensure the minimum required staffing remains on site to enhance the continuity and consistency of the services.

14.4.3 Contractor/incumbent shall allow its successor to conduct on-site interviews with its employees.
14.4.4 Contractor/incumbent shall provide all required deliverables including, but not limited to:

• List of qualified employees working at the Airport.
• Reporting requirements.
• Inventory of supplies, materials, tools, and equipment.
• Current Standard Operating Procedures.
• Permits, licenses, and certifications.
• Deficiency status and list.
• Detailed transition plan.

14.4.5 Prior to the expiration of Agreement, after selection of a successor Contractor, the Contractor/incumbent and the successor Contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the Phase-Out of the Contractor/incumbent and the
Phase-In of the successor Contractor.

14.5 **Equipment Condition at Expiration**

14.5.1 Prior to expiration of Agreement, Contractor shall conduct a walkthrough inspection of all equipment and assigned areas with HAS and the incoming Contractor. Contractor shall repair any noted deficiencies and perform scheduled maintenance work on all equipment up to the termination date of the agreement.

14.5.2 Thirty (30) days before expiration of Agreement, Contractor shall provide HAS a complete report on the condition of all equipment. The report shall include inspection and test reports, listing of all deficiencies found and repaired during the walkthrough and certified statements signed by an agent of the Contractor testifying to the condition of all equipment and systems.

14.5.3 Equipment deficiencies found by HAS including but not limited to items found during the walkthrough required shall be repaired at no cost to HAS by the Contractor. Failure to effect repairs may be grounds for HAS to contract a separate vendor to complete required repairs at the Contractor’s expense.

14.6 **Contractor Assigned Facilities Condition at Expiration**

14.6.1 Contractor shall ensure that all HAS owned facilities assigned to the Contractor are in the same or better condition as when the area was assigned, less normal wear and tear.

14.6.2 Contractor shall remove trash and debris from HAS property once all Contractor owner items are removed from the facility prior to returning the facility to HAS.

15.0 **ADDITION, DELETION, OR MODIFICATION OF EQUIPMENT STATUS:**

15.1 Additional facilities or additional service areas within existing facilities may be added to meet changing needs of HAS. Additional systems or equipment within existing facilities shall be incorporated into this Agreement by an Inclusion Notice. Existing service areas may also be excluded to meet the needs of HAS. Systems or equipment to be excluded shall be excluded by means of an Exclusion Notice. Cost adjustments for inclusions or exclusions shall be prorated on a unit cost basis as specified in the Fee Schedule (Exhibit F).

15.2 The City, by written notice from the Director or Chief Procurement Officer to the Contractor, at any time during the term of this Agreement, may change the assigned performance level of a unit to Best-In Class, Industry Standard, or Reactive as applicable. Any such change shall take effect on the date of the written notice. Contractor shall adjust the unit price to reflect the newly applied status of each unit that is being changed per the Fee Schedule.

15.3 When a conveyance unit operating under the Reactive Level of service is changed to either Best-In Class or Industry Standard, Contractor shall inspect the unit(s) for deficiencies and provide a detailed report to HAS within five (5) business days. At its discretion, HAS shall issue an Other Services Request to the Contractor to repair the noted deficiencies. Outages of a conveyance unit directly due to any noted deficiencies shall not count towards any of the performance standards defined by the unit’s new performance level until the deficiency has been repaired.

15.4 HAS anticipates that conveyance units may be added and deleted as necessary to facilitate major capital programs. This shall be done to facilitate construction and reduce the impacts to the traveling public and every effort will be made to coordinate timing between HAS, the Conveyance contractor and the capital project team. Estimated quantities shall be provided when available.
16.0 **ADMINISTRATIVE TASKS:**

16.1 Monthly Reports

16.1.1 Monthly maintenance reports shall be submitted as follows:

- One (1) hard copy & one (1) digital copy for the HAS Project Manager.
- One (1) hard copy & one (1) digital copy to the Senior Contract Administrator – Supply Chain Management

16.2 Contractor shall submit monthly maintenance reports to HAS by the fifth (5th) day following the reported month and an annual summary report within thirty (30) days of completion of the escalator & moving sidewalk interior cleaning. All reports shall be in an HAS approved format. Upon termination of Agreement, all report data becomes the property of HAS.

<table>
<thead>
<tr>
<th>Report</th>
<th>Title</th>
<th>Frequency</th>
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<tbody>
<tr>
<td>1</td>
<td>Best-In Class KPI Results</td>
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<tr>
<td>2</td>
<td>Industry Standard KPI Results</td>
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<td>3</td>
<td>Reactive KPI Results</td>
<td>Monthly</td>
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<tr>
<td>4</td>
<td>Injuries on Conveyance Units</td>
<td>Monthly</td>
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<td>5</td>
<td>Active OSR Status Report</td>
<td>Monthly</td>
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<td>6</td>
<td>Deferred Maintenance Report</td>
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<td>7</td>
<td>Fire Service Test Log</td>
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<td>8</td>
<td>Monthly Meeting Minutes</td>
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<td>9</td>
<td>Battery Back-up Test Log</td>
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<tr>
<td>10</td>
<td>Annual System Report</td>
<td>Annually</td>
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</table>

16.3 Annual Report

16.3.1 For each contract year on November 1st, Contractor shall provide to each airport an Annual Report detailing the following:

- Status of all conveyance units.
- Summary of KPI results for the previous year.
- Escalator / Moving Sidewalk interior cleaning Schedule for each airport.
- Changes to any conveyance units during the previous year.
- Other Services Work completed during the previous year.
- Major repair work completed during the previous year.
- A look ahead to work planned during the coming year.
- Recommendations to improve the conveyance units.
- Recommendations to enhance the currently adopted PM program.
- Recommendations for service life renewal to maintain equipment service life and reliability.

17.0 **SPECIAL PROVISIONS:**

17.1 Security and Access Badges

17.1.1 Contractor shall comply with all applicable Local, State and Federal rules governing security at the Airport, as may be amended from time to time. This includes HAS OI5-02 “Operational Instructions: ID Badging” and HAS OI5-03 “Operational Instructions: Tenant Violations - Offenses, Charging
17.1.2 All Contractor on-site personnel, including sub-contractors, who perform services are required to undergo a fingerprint-base criminal background check. Fingerprint shall be collected at the Airport Badging Office and submitted electronically for investigation. Each airport shall designate who will approve all Badge requests for Contractor’s personnel. Additional training may be required by the Contractor’s PM for this purpose.

17.1.3 Contractor shall obtain HAS security badges for all personnel performing services on-site, including subcontractor’s personnel. On-site personnel shall always wear identification badges while on Airport property. The cost of badges, which is subject to change, is currently $55.00 each at IAH/HOU. Annual badge renewals are $16.00 at both airports. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. Contractor personnel losing badges shall be charged for replacement badges at the current rate.

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

17.2 Keys

17.2.1 On the date specified in the Notice to Proceed, Contractor will be given all keys necessary for the performance of this Agreement. Contractor shall exercise all reasonable efforts to ensure the safety of these keys.

17.2.2 Contractor shall be responsible for the replacement and cost of any keys or locks that are lost or damaged by Contractor or any Sub-Contractors.

17.2.3 Contractor shall return to HAS at the expiration or termination of Agreement, or upon demand by HAS, all access keys or access badges issued to it or any subcontractors for any area of the Airport, regardless of its security level. If Contractor fails to do so, Contractor shall be liable to reimburse HAS for all associated costs to prevent any compromise of the Airport security system.

17.2.4 HAS may withhold funds in the amount of such costs from any amounts due and payable to the Contractor.

17.2.5 Contractor shall follow all airport policies regarding key/lock systems that are in effect.

17.3 Safety

17.3.1 Contractor shall provide their approach to Safety and develop, implement, and maintain an ongoing safety plan based on this approach as it relates to equipment, maintenance, and other related procedures at the start of Agreement. The Contractor’s Safety Plan shall include all requirements listed below in Section 17.3.3.2 at a minimum.

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

- Contractor personnel shall wear applicable personal protection equipment.
- Contractor personnel operating, or handling materials shall be fully trained in the safe operation of the equipment or materials.
- Contractor shall follow and apply safety practices prevailing in their applicable industry.
• Contractor shall not make any conveyance unit available for public use when any operating or safety device has been disabled, bypassed, jumped, or made inoperable in any way.

• Jumpers of any kind shall only be used for inspection, maintenance, and testing, and shall not be stored in any machine room, control room, or control space.

• Jumpers shall not be made from the excess wiring available inside control equipment.

• Contractor shall maintain an inventory of all jumpers available for use and inventory them monthly. HAS reserves the right to review these inventories at its request.

17.3.3 Safety warnings shall be posted on equipment to ensure safe operations.

17.3.4 Equipment shall not be installed, tested, or operated in an unsafe condition.

17.3.5 Contractor shall be responsible for the proper maintenance of all safety and fire protection equipment associated with the system. All personnel shall be thoroughly familiar with the identification and operation of available firefighting equipment.

17.3.6 The Contractor’s responsibility for safety also includes general safety and system observation from an “as installed” viewpoint. Contractor shall notify HAS of any unsafe condition immediately.

17.3.7 The Contractor shall provide a Safety Data Sheet (SDS) for every hazardous chemical used in performance of the work or stored on City property as required by applicable laws.

17.3.8 HAS shall be responsible for maintaining fire extinguishers. The Contractor shall report any defects found with the fire extinguishers to the Airport Operations Center.

17.4 Motor Vehicles and Parking

17.4.1 The Contractor shall park at their expense all commercially owned and marked vehicles in the areas designated by the Director. All transportation activities of the Contractor or its subcontractors necessary to perform shall be provided by the Contractor.

17.4.2 Access to the Aircraft Operations Area (AOA) by contractor vehicles at IAH and HOU shall be coordinated with HAS in advance and may be modified due to operational needs. Parking on the Airport Operations Area is not guaranteed by the City.

17.5 Facilities

17.5.1 HAS may provide to the Contractor, an office, maintenance, and storage area(s). The Contractor shall provide any additional facilities or services required, i.e., telephone service and furnishings.

17.5.2 Contractor shall be responsible for providing all equipment and appurtenances required to access and work with EAMS.

17.5.3 Contractor shall perform all cleaning and maintenance of such facilities. Cleaning and maintenance must include sweeping, washing, waxing, painting, dusting, etc. and return the facilities in similar or better condition at the end of Agreement.

17.6 Radios

17.6.1 HAS shall furnish Contractor with handheld system radios with batteries and chargers for use at IAH and HOU. Radios shall be programmed to transmit and receive on Harris County trunked frequencies. Each radio has a one-time ten-dollar ($10.00) issuance and a ten-dollar ($10.00) monthly recurring rental fee. Upon cancellation or termination of Agreement, Contractor shall return all radios to HAS in the same or better condition.
17.6.2 Contractor shall operate the radios within protocols established by HAS and the FAA. The Contractor shall return radios requiring maintenance to HAS.

17.6.3 Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost. Upon termination Agreement, the radios and all accessories for them remain the property of HAS.

17.7 Additional Special Provisions

17.7.1 Contractor shall be responsible for the repair and cost of all damages to HAS property caused by Contractor, its agents or employees. Contractor shall pay for the repair and/or replacement of property that was damaged or destroyed due to carelessness or neglect of the Contractor, its agents or employees.

17.7.2 Any drawings, documents, or plans referred to in the specifications are incorporated into this Agreement. Any reference in the specification to an item of work that is not shown in the drawings, documents, or plans shall be performed as though shown.

17.7.3 Contractor shall not take advantage of any error or omission in these specifications. Suitable and reasonable instructions shall be given when such error or omission is discovered.

17.7.4 In all cases of misunderstanding and disputes, the terms of Agreement govern.

17.7.5 Contractor’s employees performing work for HAS shall possess a valid Texas driver’s license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

PART 2 – CONVEYANCE SYSTEM SERVICE LIFE RENEWAL

18.0 SERVICE LIFE RENEWAL WORK:

18.1 Service life renewal projects may be required to meet desired reliability or to extend the service life of a conveyance system. These services are not covered in Basic Maintenance and Operations Services. Contractor may perform service life renewal work in accordance with all provisions of plus any special provisions issued with authorization for work, so long as the specific provisions are consistent with, and related to the scope of work. All requests for service life renewal projects shall be in writing in the form of a Service Life Renewal Request provided by the Director and signed by the Director or his/her designated representative. Contractor shall perform service life renewal work to the same standards identified for Basic Operations and Maintenance Services.

18.2 Service Life Renewal

18.2.1 Contractor shall provide to HAS a five (5) year service life renewal plan within one hundred and twenty (120) days of the Start Phase-In date of this Agreement, and provide an updated plan annually, along with the Operations & Maintenance Annual Report.

18.2.2 Service Life Renewal work shall be performed in accordance with all provisions and any special provisions issued with the Service Life Renewal Request.

18.2.3 Before issuing a Service Life Renewal Request, the Director shall first issue a written notice to the Contractor detailing the specific project to be performed by the Contractor. The written notice shall include a specific service life renewal scope of work and applicable HAS standards and requirements.

18.2.4 In response to any such written notice, Contractor shall provide the Director with a written agreement within fourteen (14) business days of receipt of Service Life Renewal Request. Contractor shall include: a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, including materials, and any
other requirements set forth in the written notice to the Contractor.

18.2.5 Contractor shall furnish all services, materials, labor, tools, equipment, transportation, warranties, startup commissioning services, and incidentals for accomplishing the described services or as otherwise specified by the Director. The Director shall not approve a Service Life Renewal without a specified completion date. Contractor shall complete all such renewal services within the time specified in the project scope. Contractor can request in writing an extension to the completion date. However, the Director may or may not allow the extension. The Director's decision is final.

18.2.6 Upon receipt of the Contractor's agreement, the Director has the option to reject the Contractor's agreement, require resubmission with revised or additional information, or issue a Service Life Renewal Request. Should the Director reject the Contractor's agreement and require resubmission, the Contractor shall resubmit a modified agreement within five (5) business days of the rejection.

18.2.7 Upon approval by the Director of the modified agreement, a Service Life Renewal Request shall be issued. Contractor shall commence as stated in the CSR. Contractor shall diligently work until completion, in accordance with the terms and conditions, and the approved project.

18.2.8 Contractor's labor costs shall not exceed the rate stated in the Fee Schedule (Exhibit F). Contractor's labor costs stated in the Fee Schedule only applies to the Contractor's employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of all labor, supervision, transportation, tools, and expendables.

18.2.9 Contractor must receive written approval from the Director before proceeding with the Work. Contractor shall be compensated at the fixed cost price submitted on its approved bid but shall not be greater than five (5) percent more than the proposed on the Fee Schedule (mark-up excludes freight and travel).

18.2.10 A copy of the approved Service Life Renewal Request shall accompany any submitted invoice.

18.2.11 While performing work on any renewal project, if hidden damage or additional costs are discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage, a supplemental request shall be submitted.

18.2.12 Contractor shall submit to the Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.

18.2.13 If it is determined this scope of work should be covered under Basic Operations and Maintenance Services, any amount paid to the Contractor under a Service Life Renewal Request shall be reimbursed to HAS by the Contractor. HAS does not waive any of its rights and remedies whether by statute, or law, in equity, or under this Agreement.

18.2.14 If Service Life Renewal work is performed by the on-site crew in conjunction with their regular duties, Contractor shall not receive additional compensation for their labor.

18.2.15 Contractor shall be responsible for ensuring all work done under a service life renewal follows all regulatory plan review and permitting requirements in effect. Contractor's work schedule shall not be approved without submitting the appropriate permits to HAS.

18.2.16 Contractor shall notify HAS, in writing, as a part of the Service Life Renewal Request submittal a list of all subcontract work awarded to companies affiliated with the contractor. HAS reserves the right to require the use of non-affiliated companies by submitting their request, in writing, from the Director or his/her designee.

18.2.17 If the Prime Contractor does not manufacture elevators, escalators, or moving sidewalk systems, Contractor shall be allowed to subcontract all, or part of, this work to a firm approved by the Houston Airport System in advance. The subcontracted firm(s) shall have at least ten (10) years of
experience in the installation, repair and replacement of escalators and moving sidewalk systems. The Prime Contractor shall still be responsible for ensuring that all non-escalator related electrical, plumbing, and other work is completed in support of the escalator subcontractor.

18.2.18 Any subcontracted firm awarded work on a service life renewal project shall be licensed by the State of Texas and the City of Houston to complete such work.

18.2.19 Unless specifically allowed under a section of agreement, preventative maintenance parts and services shall not be a CSR candidate.

18.2.20 Service life renewal funds shall not be used to maintain, repair, or replace systems or equipment that are not a part of a conveyance system or not in support of conveyance systems operations.

18.2.21 Funding to support the Service Life Renewal projects may require separate approval and appropriation action by the Houston City Council before work commences.

19.0 GENERAL TERMS AND CONDITIONS:

19.1 The following General conditions and terms shall apply regardless of the Service Life Renewal Request.

19.1.1 At the start of each service life renewal project, Contractor shall develop a scope of work in conjunction with the appropriate HAS designated subject matter expert in order to determine what alterations, replacements, upgrades or renewal services are required to extend the conveyance units service life before submitting the Service Life Renewal Request to HAS.

19.1.2 This scope of work development may be based upon the Annual Report, changes to regulatory requirements, HAS requirements, or field conditions at the start of the project.

19.1.3 Contract funds designated for service life renewal projects shall not be utilized for Operations and Maintenance Services.

19.1.4 All definitions found in the sample contract shall apply to service life renewal projects.

19.1.5 All conveyance system alterations shall be properly coordinated with the Houston Airport System (HAS), including: project scheduling, material ordering, lead times, installation schedules and drawing / sample submittals and invoicing.

19.1.6 Project shall be completed within the authorized timeframe, generally the City of Houston’s fiscal year (July to June), upon receipt of the official notice to proceed. Contractor shall submit a project schedule for each project as a part of the Service Life Renewal Request packet submitted to the Houston Airport System.

19.1.7 Contractor shall be responsible for all aspects of this project, including items normally designated as the building owner’s responsibility in similar projects i.e. sump pumps, pit ladders, electrical equipment and similar items, as well as associated costs in the Service Life Renewal Request packet submitted to the Houston Airport System.

19.2 Contractor shall guarantee that all parts and tools, including printed circuit boards, will be sold, as required, to the Houston Airport System or its Agent, including the currently contracted maintenance provider for the installed life of the equipment or component.

19.3 It is the intent of all these Service Life Renewal projects to follow the applicable requirements of the Houston Airport System Design Standards Manual. This document is available for review on the fly2houston.com website. Any deviation in these standards must be approved by HAS, in writing, before the deviation occurs.

19.4 Contractors shall be provided an opportunity to visit and inspect the project site, as well as existing
equipment and inform her/himself in detail as to the existing conditions that may affect the work under this scope. Failure to do so will not be considered justification for additional compensation and/or provide an extension of the project timeline.

20.0 **REQUIRED SERVICE LIFE RENEWAL SUBMITTALS:**

20.1 Contractor shall submit any shop drawings in quantities required to be returned, plus three (3) copies showing all locations and arrangements of equipment, including machine rooms and hoistway equipment.

20.2 Submit drawings in the same quantity, of all auxiliary equipment furnished in this Service Life Renewal Request. Submittals shall be required on all new equipment and devices installed as a part of this modernization project.

20.3 Provide samples of all exposed materials with exposed finishes and all custom fixture fabrications, complete hall call stations and hall lantern assemblies, written scripts for all voice annunciator recordings or floor descriptions.

20.4 Upon completion, Contractor shall provide final as-built drawings and wiring diagrams to HAS, as a part of the Operations and Maintenance Manuals.

20.5 Contractor shall provide a final report of acceptance testing and other commissioning to HAS before final acceptance.

20.6 Contractor shall provide documentation on all equipment warranties to HAS before final acceptance.

21.0 **OPERATIONS AND MAINTENANCE MANUALS / SPECIAL TOOLS:**

21.1 Contractor shall provide all written information necessary for the proper maintenance and adjustment of the equipment prior to final acceptance, as follows:

21.2 Straight line wiring diagrams of all as-installed elevator circuits with an index of location and function of all components. One (1) set shall remain in the machine room or control space. Provide two (2) corrected sets for the owner’s file upon final acceptance.

21.3 Lubricating instructions, lubricant grade, type, and frequency.

21.4 Parts catalogs and equipment maintenance manuals.

21.5 Contractor shall provide any special passwords, manuals or tools that are required for maintenance, inspection, testing, adjustment of the elevators for the owner’s use.

21.6 Special tools required for maintenance, inspection, and testing shall be provided to the Houston Airport System prior to final acceptance of the project. There shall be one special tool for every two (2) conveyance systems that require it.

22.0 **INSPECTONS AND TESTING:**

22.1 Before work begins, Contractor shall apply for, purchase, and provide to HAS any required permits necessary for the project undertaken, as part of any project start-up.

22.2 Contractor shall furnish to HAS a final report of inspection in a format approved by the Authority having Jurisdiction as a part of the project closeout.

22.3 In addition to the permits, inspections and tests specified by the Authority having jurisdiction, Contractor shall, at its own expense, complete acceptance testing as specified in the project scope for each elevator before it is returned to normal public service.
22.4 Damage of any kind to the conveyance system or adjoining structures that occur during work and/or acceptance testing shall be repaired at no additional cost to HAS.

23.0 CONTRACTOR’S RESPONSIBILITY:

23.1 The electrical and mechanical design shall be based upon the existing power characteristics and heat releases. The Contractor shall review any power characteristics or heat releases before ordering equipment and other materials that exceed that of the equipment currently in place. Any additions or modifications requested later will be at the Contractor’s expense.

23.2 Where alterations are made to the building structure to accommodate hoist machines, guide rails, or other structural characteristics, contractor shall have drawings reviewed and approved by an appropriately licensed engineer before work begins.

23.3 Contractor shall be responsible for storing materials in a dry, protected area. Contractor shall be responsible for protecting and handling materials in accordance with the manufacturer’s recommendations to prevent damage, soiling, deterioration, or theft.

23.4 All safety requirements from Special Provisions" of the Operations & Maintenance scope of work shall apply to each project authorized by HAS.

24.0 SERVICE LIFE RENEWAL STAFFING:

24.1 Contractors assigned Project Manager under “Staffing” of the Operations and Maintenance” scope of work shall be the primary contact for all issues related to any ongoing service life renewal projects.

24.2 Contractor shall not utilize Operations and Maintenance mechanic staff to alter a conveyance unit as part of a project, unless approved by the Director in advance.

24.3 As a part of basic Operations and Maintenance Services, during all Inspection and Testing, the designated Mechanic-in-charge shall be present to supervise testing of the completed control system and be available to assist in any required system troubleshooting.

24.4 Conveyance System mechanics and apprentices assigned to work on a project shall conform to the experience and licensing requirements set forth in Section 13.2" Staffing” of the Operations and Maintenance scope of work.

24.5 Outside conveyance system mechanics assigned to work on a project shall complete the HAS and CBP (if applicable) badging process before beginning work on a project at HAS.

25.0 PROJECT MANAGEMENT:

25.1 Each project undertaken shall be required to apply for a Tenant Improvement Program (TIP) control number as a part of the approved HAS Tenant Improvement Program. Information regarding the TIP process may be obtained on the fly2houston.com website.

25.2 The HAS assigned Operations and Maintenance project manager shall oversee the implementation of all projects and shall be the primary point of contact for the Contractor’s assigned project manager in relation to all communications between HAS and the Contractor.

25.3 Once HAS provides the Contractor with a Service Life Renewal request, the Contractor shall meet with HAS, and any required third parties, weekly to coordinate activities and ensure optimal project delivery, minimal impact to the traveling public, scheduling, invoicing, and other issues.

25.4 Contractor shall provide an updated project schedule at each weekly meeting for HAS, showing critical pathways to project milestones.
26.0 **WARRANTY:**

26.1 For all new or modified equipment, provide warranty to repair, replace or restore parts or components that fail or do not operate properly due to poor field or factory workmanship, engineering or design for a period of 12 months at the Industry Standard LOS from the date of signed final acceptance.

27.0 **QUALITY ASSURANCE:**

27.1 Contractor shall ensure all work on projects are done at the highest level of workmanship prevailing in the industry.

27.2 All subcontractors assigned work under this project shall have installed and/or maintained similar equipment to those specified and have been in a successful operation for a period of at least five (5) years, be qualified and licensed, if applicable, to complete the work assigned.

28.0 **PROJECTS AND SCOPE:**

28.1 The scope of each planned service life renewal project is defined below. This scope may be changed at the discretion of HAS before the project begins.

28.2 At the sole discretion of the Houston Airport System, other projects may be added to, or deleted from the below service life renewal by the issuance of a Service Life Renewal Request and associated scope of work.

28.3 Inclusion of a Service Life Renewal project on the list below is for informational purposes only; it does not indicate that the renewal project shall or shall not be completed by the Contractor. HAS reserves the right to determine the method and contract vehicle to implement all service life renewal projects.

28.3.1 **Modernization of Two (2) Traction Elevators**

- **Project Location:** IAH Terminal A Central Lobby
- **Estimated Project Start Date:** Contract Year 2
- **Affected Units:** Elevators A-3 and A-4

The scope for this project requires the Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize two (2) existing passenger traction elevators in every aspect to bring the elevator units into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

28.3.2 **Modernization of Three (3) Traction Elevators**

- **Project Location:** IAH Terminal C Brown Parking
- **Estimated Project Start Date:** Contract Year 2
- **Affected Units:** CW-1, CW-2, and CW-3

The scope for this project requires the Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize three (3) existing passenger traction elevators in every aspect to bring the elevator units into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

28.3.3 **Modernization or Replacement of Four (4) Escalators**

- **Project Location:** IAH Terminal A Central Lobby
- **Estimated Project Start Date:** Contract Year 2
- **Affected Units:** A-2 DN, A-1 UP, A-1 DN, and A-LL UP
Scope of Work: Phase 1 of project scope shall be a site survey and study to define the most cost-effective solution and determine the Phase 2 construction costs for the modernization or replacement of escalators A-1 UP, A-2 DN, A-1 DN, A-LL UP.

Scope of Work: Phase 2 of project scope shall be the implementation and installation of the approved solution from Phase 1. The project scope shall include: all labor, parts, materials, permits, tools, rigging, and equipment necessary to implement the Phase 1 solution. The final product of this project shall be four (4) escalator units which comply with the 2016 edition of ASME A17.1.

28.3.4 Replacement of Four (4) Escalators

- Project Location: IAH Terminal A Central Lobby
- Estimated Project Start Date: Contract Year 2
- Affected Units: ANE-1 UP, ANE-2 DN, ASE-3 UP, and ASE-4 DN

Scope of Work: Phase 1 of project shall be a site survey and study to define the most cost-effective solution for the replacement of escalators ANE-1 UP, ANE-2 DN, ASE-3 UP, ASE-4 DN.

Scope of Work: Phase 2 of project scope shall be the implementation and installation of the approved solution from Phase 1. The project scope shall include: all labor, parts, materials, permits, tools, rigging, and equipment necessary to implement the phase 1 solution. The final product of this project shall be four (4) escalator units which comply with the 2016 edition of ASME A17.1.

28.3.5 Modernization of Ten (10) Traction Elevators

- Project Location: IAH Terminal A/B Parking
- Estimated Project Start Date: Contract Year 3

The scope of this project requires Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize ten (10) existing passenger traction elevators in every aspect to bring them into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

28.3.6 Replacement of Four (4) Escalators

- Project Location: IAH Skyway Stations B and C
- Estimated Project Start Date: Contract Year 4
- Affected Units: APM B-1 DN, APM B-2 UP, APM C-1 DN, and APM C-2 UP

Scope of Work: Phase 1 of project scope shall be a site survey and study to define the most cost-effective solution for the replacement of escalator units APM B-1 DN, APM B-2 UP, APM C-1 DN, and APM C-2 UP.

Scope of Work: Phase 2 of project scope shall be the implementation and installation of the approved solution from Phase 1. The project scope shall include all labor, parts, materials, permits, tools, rigging, and equipment necessary to implement the Phase 1 solution. The final product of this project shall be four (4) escalator units which comply with the 2016 edition of ASME A17.1.
28.3.7 Modernization of Six (6) Hydraulic Elevators

- Project Location: IAH Terminal A, Skyway Stations B and C
- Estimated Start Date: Contract Year 5
- Affected Units: A-1S, A-2S, A-3S, A-4S, APM B-1, and APM C-1

The scope for this project requires Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize six (6) existing passenger traction elevators in every aspect to bring them into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

28.3.8 Code Upgrades and Modernization of Three (3) Hydraulic Elevators

- Project Location: IAH – Multiple Locations
- Estimated Project Start Date: Contract Year 5
- Affected Units: Admin 01, Admin 02, and A-6E

Scope of Work: Phase 1 of project scope requires Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize three (3) existing passenger hydraulic elevators in every aspect to bring them into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

Scope of Work: Phase 2 of the project scope requires Contractor to provide all labor, materials, permits, tools, rigging, and equipment necessary to replace all HAS operated fire service phase 1 and phase 2 key switches that do not use the new FEO-K1 key required by ASME A17.1

28.3.9 Installation of Conveyance System Central Monitoring System

- Project Location: HAS – Multiple locations
- Estimated Project Start Date: Contract Year 6
- Affected Units: All HAS operated Conveyances

The scope of this project requires Contractor is to provide all labor, materials, permits, tools, rigging, and equipment necessary to install a remote monitoring system on each HAS operated elevator, escalator, and moving sidewalk which allows HAS to monitor the status of conveyance units real time.

28.3.10 Hobby Airport Renewal

- Project Location: HOU – Terminal
- Estimated Project Start Date: Contract Year 3
- Affected Units: All HAS operated Conveyances

Scope of Work: Phase 1 of the project requires Contractor is to provide all labor, materials, permits, tools, rigging, and equipment necessary to modernize two (2) existing passenger hydraulic elevators (H-1 & H2) in every aspect to bring them into compliance with the 2016 edition AMSE A17.1 elevator code currently adopted by the State of Texas.

Scope of Work: Phase 2 of project scope shall be a site survey and study to define the most cost-effective solution for the replacement of escalators ESC-1, 3, 4 & 5

Scope of Work: Phase 3 of project scope shall be the implementation and installation of the approved solution from Phase 2. The project scope shall include: all labor, parts, materials, permits, tools, rigging, and equipment necessary to implement the Phase 2 solution. The final product of this project shall be four (4) escalators that comply with the 2016 edition of ASME A17.1
29.0 INITIAL RENEWAL PROJECT SCHEDULE:

29.1 Below is the anticipated schedule of the above listed service life renewal projects that may occur during the time of this Agreement.

<table>
<thead>
<tr>
<th>Capital Renewal Project</th>
<th>Anticipated Start</th>
<th>Anticipated End</th>
<th>Contract Year 1</th>
<th>Contract Year 2</th>
<th>Contract Year 3</th>
<th>Contract Year 4</th>
<th>Contract Year 5</th>
<th>Contract Year 6</th>
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<tr>
<td>Initial Capital Renewal Plan Review</td>
<td>Phase-In</td>
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<tr>
<td>Modernization of 2 Traction Elevators</td>
<td>July 1, 2020</td>
<td>March 30, 2021</td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Modernization of 3 Traction Elevators</td>
<td>July 1, 2021</td>
<td>March 31, 2022</td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Modernization or Replacement of 4 Escalators</td>
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<td>June 30, 2021</td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Replacement of 4 Escalators</td>
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<td>June 30, 2023</td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Modernization of 10 Traction Elevator</td>
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<tr>
<td>Replacement of 4 Escalators</td>
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<td>June 30, 2025</td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Modernization of Hydraulic Elevators</td>
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<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Code Upgrades &amp; Modernization of 3 Hydraulic Elevators</td>
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<td>June 30, 2026</td>
<td></td>
<td>Q1 Q2 Q3 Q4</td>
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<tr>
<td>Installation of Conveyance Monitoring System</td>
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<td>June 30, 2027</td>
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<td>Q1 Q2 Q3 Q4</td>
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<td>Hyrdo Airport Capital Renewal</td>
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<td>June 30, 2024</td>
<td></td>
<td></td>
<td></td>
<td>Q1 Q2 Q3 Q4</td>
<td></td>
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</tr>
</tbody>
</table>

30.0 INVOICING:

30.1 Contractor shall submit its invoices electronically in accordance with the specifications and shall invoice for work accepted by an HAS representative.

30.2 The City shall certify the correctness of each invoice and arrange for payment. The invoice must be identified by the agreement name and agreement number. Certification and/or payment does not preclude the City from indicating that a certification or payment was incorrect. In addition, it does not preclude the City from recovering excess payments.

30.3 All work shall be scheduled with HAS representatives and shall be accomplished during the hours scheduled. HAS shall have the right to request work to be performed during regular and non-regular hours.

30.4 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified or fails to obtain an approved work schedule prior to beginning work.

30.5 Contractor shall be compensated at the agreed price located in Exhibit “F” (Fee Schedule).

30.6 Invoices submitted for services performed as the result of Other Work/Services shall include a copy of the Director’s written request.

30.7 Invoices submitted for services performed as the result of Change Orders shall require copies of the applicable Change Order attached to the original invoice.

30.8 Contractor shall provide separate monthly invoices for any completed work at each location and Airport

30.9 Invoice Requirements

30.9.1 The Houston Airport System shall only accept invoices submitted electronically along with required support information. Each invoice should be in a PDF or TIFF format. Multiple invoices can be submitted in a single email with one invoice per file. Requirements are as follows:

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

b. Submit to has.accountspayable@houstontx.gov
30.10 Contractor shall make timely payments to all suppliers and/or sub-contractors that furnish labor, materials and/or furnishings related to this Agreement.

30.11 Service Life Renewal Invoicing

30.11.1 Invoices submitted for services performed as the result of Service Life Renewal Request shall include a copy of the Director’s written request.

30.11.2 Contractor shall provide separate invoices for any completed work on each individual service life renewal project.

30.11.3 For service life renewal projects, Contractor may invoice for realized costs at each of the following project milestones.
   a. Contractor may invoice material costs once all ordered materials and parts are verified on site at the project location or staging area designated by HAS.
   b. Except for the final conveyance system of each project, Contractor may invoice realized costs once each conveyance system has been modernized or replaced and is accepted by the Houston Airport System. A copy of the unit’s acceptance shall be included with each invoice.
   c. Contractor may invoice realized costs for the final conveyance system modernization or replacement once it has been accepted by the Houston Airport System less a contingency of 10% of the remaining balance. A copy of the unit’s acceptance for the conveyance system shall be included with the invoice.
   d. Contractor may invoice any outstanding cost for the service life renewal project once final acceptance for the entire project has been received from the Houston Airport System. A copy of the project final acceptance shall be included with the invoice.

31.0 CHARGES:

31.1 Charges for services provided under the Contract shall be in accordance with the prices/rates shown in the Contract Fee Schedule and in such form as may be requested or specified by the Director.

31.2 Contractor shall accept the following types of payments:
   a. Purchase Order
   b. SRO (Service Release Order)
   c. EPO (Emergency Purchase Order)
   d. P-Card

32.0 CONTRACTOR AND CITY PROPERTY:

32.1 The City of Houston shall not be responsible in any way for damage to or loss of supplies, materials, tools, equipment or personal property left on or stored in City facilities or on City property.

33.0 DISPUTES:

33.1 In all cases of misunderstanding and disputes, verbal arrangement shall not be considered binding and Contractor shall produce written documentation in support of its contentions. The decision of the Director shall be final.

34.0 PRE-PERFORMANCE CONFERENCE:

34.1 Subsequent to contract approval/execution, the Contractor(s) shall be required to attend a performance conformance. The Strategic Procurement Division or the primary user department will
host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives. Items to be addressed shall include, but are not limited to, the following:

a. Start-up and phase-in and performance schedule  
b. Contract administration  
c. Facilities utilization  
d. Channels of communication  
e. Procedures to be used to ensure Contract requirements are met to meet all the requirements of the Contract.

35.0 CONTRACTOR'S FINANCIAL OBLIGATION:

35.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing it with any equipment in the execution of the resulting Contract.

36.0 TRANSPORTATION AND PARKING:

36.1 The Contractor shall furnish all necessary transportation required to perform the Work. The Contractor is granted the right to use designated vendor parking areas while performing the work, where available. The Contractor's vehicle(s) shall be clearly marked with the Contractor's name on each side of the vehicle. Magnetic signs are acceptable for this purpose. Vehicles used must also be identified in accordance with State and local regulations. All vehicles used by the Contractor's personnel in their routine duties shall be registered with the Director.

37.0 NOTICE TO PROCEED REQUIREMENTS:

37.1 Within thirty (30) days after the NTP, the Contractor shall certify to the Director and/or designee in writing that 100% of the Contractor's personnel (fully trained and experienced) necessary for the effective and timely accomplishment of the Contractor's obligations under this specification are in place, and all Sub-Contractors, if any, necessary for the effective and timely performance of the Contractor's obligations under this specification have been engaged by the Contractor and have commenced work under their respective subcontracts.

38.0 PERFORMANCE BOND:

38.1 The successful Contractor shall furnish and maintain a Performance Bond in the amount One-hundred Percent (100%) of the annual contract rate conditioned on Contractor's full and timely performance of the Agreement. The bond shall be renewed annually on the anniversary date of the contract award each Agreement Year. The Agreement Term shall be ten years.

38.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto as Exhibit "VIII," all duly executed by this bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

39.1 ESTIMATED QUANTITIES NOT GUARANTEED:

39.1 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.
40.0 INTERLOCAL AGREEMENT:

40.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local 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.
## EXHIBIT “BB”
CONVEYANCE UNITS LISTING

<table>
<thead>
<tr>
<th>EAMS Asset #</th>
<th>Unit</th>
<th>Location</th>
<th>Unit Type</th>
<th>OEM / CONTROLLER OEM (if Different)</th>
<th>Install Date</th>
<th>Modernization Date</th>
</tr>
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<tbody>
<tr>
<td>I.B.W562.ELEV0001</td>
<td>A-1</td>
<td>Terminal A – Main Lobby&lt;br&gt;Levels S, 1, 2, 3, R</td>
<td>Traction Elevator</td>
<td>OTIS / Smartrise</td>
<td>1968</td>
<td>2017</td>
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<td>I.B.W562.CONV0502</td>
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<td>C-14N</td>
<td>Terminal C – Main Lobby&lt;br&gt;North Curb Zone: DN to Basement</td>
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End of IAH Conveyance Unit Listing

William P. Hobby Airport (HOU) – 42 Units

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**End of Hobby Conveyance Unit Listing**

**Ellington Airport – 2 Units**

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<td>2019</td>
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EXHIBIT “B-1”
PERFORMANCE BOND

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

THAT WE, ______________________________________________________ as principal, hereinafter called “Contractor” and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of __________________ DOLLARS. ($____________________) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled ___________________________________________________________ which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

IN TESTIMONY WHEREOF, witness our hands this __________________________ day of __________________, A.D. 20________

ATTEST: (Corporate Seal)
The foregoing bond is approved and accepted this __________________________
day of ____________________, A.D. 20________.

REVIEWED:

_____________________________________
Legal Assistant
CONVEYANCE SYSTEMS OPERATIONS, MAINTENANCE, AND RENEWAL SERVICES

ARTICLE 1. PARTIES

THIS AGREEMENT FOR CONVEYANCE SYSTEMS OPERATIONS, MAINTENANCE, AND RENEWAL SERVICES ("Agreement") is made on the date countersigned by the City Controller between the CITY OF HOUSTON, TEXAS (the "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:

<table>
<thead>
<tr>
<th>City</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director or Designee</td>
<td>Name</td>
</tr>
<tr>
<td>Houston Airport System</td>
<td>Address</td>
</tr>
<tr>
<td>City of Houston</td>
<td>City, State Zip Code</td>
</tr>
<tr>
<td>P. O. Box 1562</td>
<td>Attention:</td>
</tr>
<tr>
<td>Houston, Texas 77251</td>
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1.02 TABLE OF CONTENTS

1.02.1 The Parties agree as follows:

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B. SCOPE OF SERVICES & SPECIFICATIONS
BB. EQUIPMENT AND LOCATION LIST
B-1 PERFORMANCE BOND
C. DRUG POLICY COMPLIANCE AGREEMENT
D. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
E. DRUG POLICY COMPLIANCE DECLARATION
F. FEES AND COSTS
G. TITLE VI: NON-DISCRIMINATION

PARTS INCORPORATED

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

CONTROLLING PARTS

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

DEFINITIONS

Certain terms used in this Agreement are defined in Exhibit “A”.
1.6 **SIGNATURES**

1.6.1 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.

<table>
<thead>
<tr>
<th>ATTEST/SEAL (if a corporation):</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS (if not a corporation):</td>
<td>By: _____________________________</td>
</tr>
<tr>
<td>Name: __________________</td>
<td>Name: __________________</td>
</tr>
<tr>
<td>Title: __________________</td>
<td>Title: __________________</td>
</tr>
<tr>
<td></td>
<td>Federal Tax ID Number: __________</td>
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</table>

<table>
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<tr>
<th>ATTEST/SEAL:</th>
<th>CITY OF HOUSTON, TEXAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed by: __________________</td>
<td>Mayor</td>
</tr>
<tr>
<td>City Secretary</td>
<td>City Controller</td>
</tr>
<tr>
<td>APPROVED:</td>
<td>COUNTERSIGNED BY:</td>
</tr>
<tr>
<td>Director, Houston Airport System</td>
<td></td>
</tr>
<tr>
<td>APPROVED:</td>
<td>COUNTERSIGNATURE DATE:</td>
</tr>
<tr>
<td>Chief Procurement Officer</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>APPROVED AS TO FORM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Assistant</td>
</tr>
<tr>
<td>Date: ________________</td>
</tr>
<tr>
<td>Assistant City Attorney</td>
</tr>
<tr>
<td>L.D. File No. ____________</td>
</tr>
</tbody>
</table>
ARTICLE 2. DUTIES OF CONTRACTOR

2.1 SCOPE OF SERVICES

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

2.2 COORDINATE PERFORMANCE

2.2.1 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.

2.3 TIME EXTENSIONS

2.3.1 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).

2.3.2 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).

2.4 REPORTS

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

2.5 PAYMENT OF SUBCONTRACTORS

2.5.1 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.

2.5.2 IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF 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.

2.5.3 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.

2.6 RELEASE

2.6.1 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.

2.7 INDEMNIFICATION

2.7.1 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:

2.7.1.1 CONTRACTOR’S AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.7.11 THROUGH 2.7.13, “CONTRACTOR”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

2.7.2 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 $500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY’S SOLE NEGLIGENCE.

2.8 SUBCONTRACTOR’S INDEMNITY

2.8.1 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.

2.9 INDEMNIFICATION PROCEDURES

2.9.1 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:

2.9.1.1 A description of the indemnification event in reasonable detail,

2.9.1.2 The basis on which indemnification may be due, and

2.9.1.3 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.

2.9.2 Defense of Claims

2.9.2.1 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.

2.9.2.2 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:
<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMIT OF LIABILITY</th>
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<tr>
<td>Workers' Compensation</td>
<td>Statutory for Workers' Compensation</td>
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| Employer's Liability                                                   | • 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                                                  | $1,000,000 combined single limit for (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos                                                                                                                                                                    |
| Professional Liability (if applicable)                                | $1,000,000 per occurrence; $2,000,000 aggregate                                                                                                                                                                   |
| Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability | $10,000,000                                                                                                                                                                                                       |

**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 (i) all premiums and (ii) 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; (i) excuse non-compliance with the terms of this Section; or (ii) waive or stop the City from asserting its rights to terminate this Agreement. The policy issuer shall (i) have a Certificate of Authority to transact insurance business in Texas, or (ii) 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 Contract provisions. 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 Contract. 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 Contract 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 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.

2.13 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 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 10% of the value of this Agreement to MWSBEs. 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;

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 biding 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.

2.22. **ADDITIONS AND DELETIONS**

2.22.1 **Additional Products and Services.** Subject to the allocation of funds, the 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 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 items(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 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 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 will issue the Change Order in substantially the following form:

<table>
<thead>
<tr>
<th>CHANGE ORDER</th>
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<tbody>
<tr>
<td>TO: [Name of Contractor]</td>
</tr>
<tr>
<td>FROM: City of Houston, Texas (the &quot;City&quot;)</td>
</tr>
<tr>
<td>DATE: [Date of Notice]</td>
</tr>
<tr>
<td>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]</td>
</tr>
</tbody>
</table>

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

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

Signed:
[Signature of CPO]

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

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

2.25 **ANTI-BOYCOTT OF ISRAEL**

2.25.1 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.

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

2.26.1 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 7 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**

3.1 **PAYMENT TERMS**

3.1.1 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.
3.1.2 **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

3.1.3 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.

3.2 **TAXES**

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

3.3 **METHOD OF PAYMENT**

3.3.1 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.

3.4 **LIMIT OF APPROPRIATION**

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

3.4.2 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:
3.4.2.1 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the 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.

$ _____________

3.4.2.2 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.

3.5 **ACCESS TO SITE**

3.5.1 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.

3.6 **ACCESS TO DATA**

3.6.1 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.

3.6.2 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.

3.6.3 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

4.1 AGREEMENT TERM

4.1.1 This Agreement is effective on the Countersignature Date and shall remain in effect for ten (10) years, unless sooner terminated under this Agreement (“Initial Term”).

4.2 NOTICE TO PROCEED

4.2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

4.3 RENEWALS

4.3.1 Reserved.

4.4 TERMINATION FOR CONVENIENCE BY CITY

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.5 TERMINATION FOR CAUSE BY CITY

4.5.1 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:
4.5.1.1 Contractor fails to perform any of its material duties under this Agreement;

4.5.1.2 Contractor becomes insolvent;

4.5.1.3 all or a substantial part of Contractor’s assets are assigned for the benefit of its creditors; or

4.5.1.4 a receiver or trustee is appointed for Contractor.

4.5.2 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.

4.5.3 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.

4.6 TERMINATION FOR CAUSE BY CONTRACTOR

4.6.1 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.

4.7 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

4.7.1 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

5.1 INDEPENDENT CONTRACTOR

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

5.2 FORCE MAJEURE

5.2.1 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.

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

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

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

5.2.3 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.

5.2.4 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.

5.2.5 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.
5.3 **SEVERABILITY**

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

5.4 **ENTIRE AGREEMENT**

5.4.1 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.

5.5 **WRITTEN AMENDMENT**

5.5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance 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.

5.6 **GOVERNING LAW AND VENUE**

5.6.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

5.7 **NOTICES**

5.7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, 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.

5.8 **CAPTIONS**

5.8.1 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.

5.9 **NON-WAIVER**

5.9.1 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.
5.9.2 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: (i) audits of Contractor's books and records: and (ii) 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.
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.

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.

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 RECOUSE 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.

TITLE VI ASSURANCES

5.20.1 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 “G,” attached and incorporated herein.

AIRPORT SYMBOLS

5.21.1 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.

5.22 **AIRPORT SECURITY AND BADGING**

5.22.1 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.

5.22.2 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.
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. “Acceptable” means services, equipment, and performance meet or exceed the requirement of this agreement.

2. “Acceptable Equivalent” means any equipment, part or product that complies with existing Industry Standard governing its manufacture or use, and that is a functional equivalent of any equipment, part, product or specification described herein, or, which functionally satisfies and approved, negotiated or specified use made a part hereof.

3. “Acceptance” means when the Director or their designee determines that the unit or work specified under this Agreement is complete and acceptable.

4. “Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

5. “Airport(s)” is defined as the George Bush Intercontinental Airport Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

6. “Alteration” means modification to a conveyance unit not considered to be maintenance, repair, or a replacement as defined by ASME A17.1.

7. “ASME A17.1” is defined as The American Society of Mechanical Engineers Safety Code for Elevators & Escalators currently adopted by the City of Houston Building Code.

8. “ASME A17.2” is defined as the most recently published edition American Society of Mechanical Engineers Guide for Inspection of Elevators, Escalators, and Moving Walks.

9. “ASME A17.3” is defined as The American Society of Mechanical Engineers Safety Code for Existing Elevators and Escalators.

10. “ASME A18.1” is defined as The American Society of Mechanical Engineers Safety Standard for Platform Lifts and Stairway Chairlifts currently adopted by the City of Houston Building Code.

11. “Authority Having Jurisdiction” means the regulatory organization, office, or individual responsible for enforcement of applicable codes and standards as defined by ASME A17.1 adopted by the State of Texas.

12. “Basic Services” means services described in the Performance Work Statement.

13. “Best in Class Level of Service” means conveyance units in the best-in class level of service maintained through reliability centered maintenance protocols.
primary objective of the Best-In Class LOS is to maintain the conveyance system to a level in which it maintains its original day one expected life cycle. In other words, the life cycle for the unit never declines when the Best-In class LOS is maintained.

14. “Business Day” means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).

15. “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.

16. “City” is defined in the preamble of this Agreement and includes its successors and permitted assigns.

17. “Contract” means the Agreement and all amendments or change orders thereto made and entered into by and between the City and the Contractor whereby the Contractor shall provide all specified Work in connection with the Agreement, in the manner and form as provided by the Agreement.

18. “Contractor” is defined in the preamble of this Agreement and includes its successors and assigns.

19. “Conveyance Systems” means elevator, escalator, moving sidewalk, and wheelchair lift systems as individually defined by this Agreement or ASME code.

20. “Corrective Maintenance (CM)” means the repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any elevator, escalator and moving sidewalk systems breakdown where the elevator, escalator and moving sidewalk systems are unable to perform its designed function. CM includes repairs and replacement of related components, parts and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances.

21. “Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.

22. “Critical Equipment” means any conveyance unit that is critical to HAS operations and requires an additional level of maintenance and shorter response time for repairs.

23. “Critical Equipment Malfunction” means any malfunction that renders a conveyance unit out of normal public service for a period longer than one hour.

24. “Director” means the Director of the City of Houston General Services Department or such other person as he or she designates.

25. “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.

26. “EFD” is defined as Ellington Airport.
27. “Effective Date” means the date this Agreement is countersigned by the City Controller.

28. “Elevator” means a conveyance unit which meets the definition of "elevator" in ASME A17.1.

29. “Emergency Service Request” means a request from the Director to Contractor to perform corrective maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times in the Scope of Work.

30. “Entrapment” means any instance when an elevator fails to travel from floor to floor or when the elevator doors fail to open trapping passengers inside the stalled elevator.

31. “Escalator” means a conveyance unit that meets the definition of an "escalator" in ASME A17.1.

32. “Equipment” means an assembly of components for a defined function.

33. “Existing Equipment” means conveyance units installed or altered before September 1, 1993.

34. “Force Majeure” means events beyond the reasonable control of a party to this Contract, which is limited to act of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornados, epidemics, quarantine restrictions, work stoppages (expect for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).

35. “Furnish” means supply and deliver to project site, ready for uploading, unpacking, assembly, installation, use, etc., as applicable in each instance, except as otherwise defined in greater detail.

36. “HOU” is defined as William P. Hobby Airport.

37. “Hours of Operation” means Contractor to work continuously during the hours specified without regard to holidays, in accordance with the requirement of this Agreement.

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

39. “IAH” is defined as the George Bush Intercontinental Airport/Houston.

40. “Industry Standard Level of Service” means Conveyance units in the Industry Standard level of service are defined as assets maintained through planned preventative and perpetual maintenance recommended by the original equipment manufacturer. The primary objective of the Industry Standard LOS is to provide ongoing planned preventative and corrective maintenance on a conveyance unit such that the original life cycle is achieved.
41. “Key Performance Indicator (KPI)” means a measurement of conveyance system performance that shows the level of performance that is achieved by the Contractor as defined by the contract.

42. “Maintenance Services” means Corrective Maintenance (CM), Preventative Maintenance (PM) and Quality Control (QA).

43. “Manufacturer” means the original manufacturer or producer of a part or component.


45. “May” means an optional requirement where the related decision is assigned to either party of this agreement based upon the appropriate contract section.

46. “Mean Repair Time (MRT)” means the average of all conveyance systems corrective maintenance repair times for the reporting period.

47. “Mean Time Between Failure (MTBF)” means the average time between conveyance system corrective maintenance ticket start times for the reporting period.

48. “Modernization” means an alteration to a conveyance unit part, system or component that extends its service life.

49. “Moving Sidewalk” means a conveyance unit that meets the definition of a "Moving Walk" in ASME A17.1 and may also be referred to as a “Power Walk”.

50. “New Equipment” means any new conveyance equipment installed on or after September 1, 1993.

51. “Normal Public Service” means when a conveyance unit is operating as designed and is available for use by the general public without limitations.

52. “Notice to Proceed” means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.

53. “Obsolete Part” means any part of the conveyance unit that is proven by the Contractor to be out of production by the OEM where a similar part cannot be obtained to provide the same function, or whose operation has been discontinued due to regulatory requirements, or whose continued operation constitutes a hazard to safety.

54. “OEM” means the Original Equipment Manufacturer or its successor of a conveyance unit or one if its sub-components.

55. “Other Services Request (OSR)” means the form used to request Other Work/Services within the scope of work.

56. “Other Work/Services” means services described in the Scope of Work as Other Work/Services and other services related to operations and maintenance services, other than Basic Services. Such services are only provided upon the Director's written request.

57. “Parties” means all the entities set out in the Preamble who are bound by this Agreement.
58. “Part(s) means any item which by its installation becomes a part of the Elevator, Escalator, or Moving Sidewalk Systems equipment.

59. “Predictive Maintenance (PDM)” means a form of scheduled maintenance based upon equipment condition, instead of time. Predictive maintenance uses a series of measurements to determine the condition or integrity of the conveyance unit.

60. Preventative Maintenance (PM)” means planned actions undertaken to retain a conveyance unit at a specified level of performance by providing repetitive scheduled tasks which prolongs system operations and useful life.

61. “Reliability” means the probability that a conveyance system will perform its intended function for a specific period of time expressed as a percentage.

62. “Reliability Centered Maintenance (RCM)” means a systematic, disciplined process to ensure safety and mission compliance that defines system boundaries and identifies system functions, functional failures and likely failure modes for conveyance units and structures in a specific operating context. Develops a logical identification of causes and effects (consequences) of system and functional failures to arrive an efficient and effective asset management strategy to reduce the probability of failure.

63. “Reactive Level of Service” means conveyance units in the Reactive LOS are those maintained operational through corrective maintenance.

64. “Repair” is defined as in the applicable ASME A17.1 or A18.1 standard for the relevant conveyance system.

65. “Repair Time” means the length of time to repair a known deficiency on a conveyance unit beginning when it is reported to the Airport Communications Center and ending when the unit is returned to normal public service.

66. “Response Time” means a time frame measured from Contractor’s receipt of an Emergency Service Request to Contractor’s arrival at the specified work site. Also means the maximum elapsed time in which Contractor must respond to an Emergency Service request according the contract.

67. “Schedule” means the planned periods of time the Contractor shall be allowed to perform Work on the conveyance systems.

68. “Scheduled Maintenance (SM)” means maintenance, repair or replacement of conveyance unit parts or components that are defective but have not yet failed and are replaced on scheduled basis before the failure occurs.

69. “Service” means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on the Original Equipment Manufacturer's recommended procedures.

70. “Service Life Renewal” means permanent structural change or the restoration of some aspect of a property that will either enhance the property’s overall value, prolongs its useful life, or adapt it to new uses.
71. “System Reliability” means the percentage of time a conveyance unit is in normal public service during a reporting period versus the maximum amount of time during the reporting period.

72. “TLDR” is defined as the Texas Department of Licensing and Regulation.

73. “Team” means one certified mechanic and one apprentice.

74. “Texas Administrative Code” means the Texas Department of Licensing and Regulation (TDLR) Title 16 Texas Administrative Code, Chapter 74 currently in adopted and in effect.

75. “Third Party Damage” means destruction or damage to a conveyance unit caused by person or part outside of the control of the Contractor.

76. “Vandalism” means an act of deliberate destruction or damage to a conveyance unit by an employee or member of the public.

77. “Wheelchair Lift” means a vertical platform chairlift installation as defined by ASME A18.1.

78. “Work” means all services to be provided by the Contractor as defined by the specifications herein.
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, bid 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.


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)
DRUG POLICY COMPLIANCE DECLARATION

I, _________________________________________________________________ as an owner or 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 ____________, ___.

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

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

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

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

[Initials] From ______ [Start date] to ______ [End date] the following test has occurred:

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Random</th>
<th>Reasonable</th>
<th>Post Accident</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number Employees Tested</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Number Employees Positive</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Percent Employees Positive</td>
<td>______</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

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

[Initials] I affirm that falsification or failure to submit this declaration timely in accordance with 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 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.