



CITY OF HOUSTON INVITATION TO BID

Issued: August 12, 2022

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, September 15, 2022**. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**NON-HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND
DISPOSAL SERVICES FOR VARIOUS DEPARTMENT
BID INVITATION NO.: P14-L30004
NIGP CODE: 910-27 - M/WBE GOAL: 16%**

BUYER

Tia Jordan is the Buyer for this solicitation, and she may be reached at **832.393.9153**. Any questions regarding this solicitation should be submitted via email at tia.jordan@houstontx.gov.

ELECTRONIC BIDDING

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

PRE-BID TEAMS TELECONFERENCE MEETING

A Pre-Bid Conference shall be conducted via teleconference on **August 23, 2022, at 2:00 pm (CT)**. The dial in number is **936-755-1521, Conference I.D. number (667 047 729#)**. [Click here to join the meeting](#). It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference.

Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions should be addressed no later than **August 30, 2022, at 3:00 pm (CT)**. The City of Houston (City) shall provide written responses to all questions received in writing before the aforementioned due date for questions. Questions received from all Bidder(s) shall be answered and sent to all

Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

BIDDER RESPONSIBILITY FOR TIMELY SUBMISSION

Bidder remains responsible for ensuring that its bid is received at the date, time, place and office specified. The City assumed no responsibility for any bid not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act of circumstance.

IMPORTANT NOTICE ABOUT THE CITY'S EARLY PAYMENT DISCOUNT PROGRAM

The City'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 (Tx. Gov't Code, Ch. 2251). However, the City may pay in less than 30 days, at its option, in return for an early payment discount from vendor.

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

The place of the bid opening may be transferred, and the date and time of the bid opening may be rescheduled in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.

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

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

***CONTENTS:**

SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS (SAMPLE CONTRACT)

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

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

SECTION A



**NON-HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND
DISPOSAL SERVICES FOR VARIOUS DEPARTMENT
BID INVITATION NO.: P02-L30004
NIGP CODE: 910-27 – M/WBE GOAL: 16%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Non-Hazardous Waste Collection, Transportation and Disposal Services for a (3) three-year period with two (2) one-year option periods to extend for Various Departments,"** which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

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

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

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

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

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Non-Hazardous Waste Collection, Transportation and Disposal Services** for the City in accordance with attached specifications.

Award shall be made only to a bidder that is responsive and responsible, as defined below:

Responsible: A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award.

Responsive: a vendor that responds to all material requirements of any solicitation.

BID DISQUALIFICATION

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

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

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary at City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the **Bid No. ADD SOLICITATION NUMBER: P14-30004**

TABLE 1 - REQUIRED FORMS
Hard Copy of Electronic Bid Form (E-bid Website Pricing Form)
Signed Official Signature Page Signed in Blue Ink
Ownership Information Form
Conflict of Interest Questionnaire.doc
Pay or Play-1, Program Acknowledgement Form
Pay or Play-2, Certification of Agreement Form
Pay or Play-3, List of Participating Contractors
References
MWBE Letter of Intent Subcontracting Goal and Forms,

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC (View)
Certificate of Insurance and Endorsements
Certificate of Interested Parties (Form 1295) Create a certificate at https://www.ethics.state.tx.us/filinginfo/1295/

SITE INSPECTION

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

QUALITY AND WORKMANSHIP

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

TEXAS PUBLIC INFORMATION ACT

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Bidders may mark any information submitted, including their financial information, as confidential, trade secrets, proprietary, or any other designation of choice. The City will notify any bidder should their information be requested under the TPIA and bidders will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

PROTESTS

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

NO CONTACT PERIOD

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

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

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/docsandforms/OBO-Policies-Procedures-2021-September.pdf>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least 10% of the value of the Agreement to certified MWBEs. If the contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaiththefforts.pdf>, and will comply with the set forth requirements.

The Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/suppliers to mediation provided by OBO if other attempts do not result in a resolution.

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.

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 "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 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 LOCAL 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.

ZERO-TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES

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.

COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that Vendor 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.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the Contractor or vendor agrees that the contract can be terminated if the Contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

SPECIAL NOTE

Prior to the start of the contract, the awarded contractor will meet with representatives of the General Services Department, the Public Works and Engineering Department and the Parks and Recreation Department and set up the regular pickup schedules and coordinate the locations for the containers that will be handled on an "On Call" basis.

SPECIAL BIDDING INSTRUCTIONS:

Bidders are reminded that **Groups 1 through 7** are to be quoted per pickup and pickup unit price must include rental container fees and disposal services. Additionally, Group 7 requires additional containers for the Summer Food Program and last about 10-12 weeks.

The containers in **Group 8 - 9** are ON-CALL and are to be quoted per pickup. The unit price per pickup must include disposal services.

The containers in **Group 10** are to be quoted per rental container. The unit rental price is the monthly rental price for each container referenced.

The containers **Groups 11** are to be quoted per haul. The unit price per haul must include disposal services.

The hand pickup in **Group 12** is to be quoted per pickup. The unit price per pickup which includes disposal fee of non-containerized evening services to include approximately 70 bags of trash per pickup 6 times per week. The trash bags will be provided by the City.

The containers in Section BB will be used to dispose of non-hazardous waste which consist of trash, scum, grit or bar screenings. The containers may contain trash only, trash and scum, scum only, trash and grit, grit only, scum and grit, bar screening or a combination thereof. The unit prices quoted for the containers apply whether the trash is wet or dry, trash only, trash and scum, scum only, trash and grit, grit only, scum and grit, bar screening or a combination thereof. Additionally, containers with or without wheels and containers with or without locks shall apply to the price quoted noting that only a few containers require wheels or locks.

SECTION B



**NON-HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND
DISPOSAL SERVICES FOR VARIOUS DEPARTMENT
BID INVITATION NO.: P02-L30004
NIGP CODE: 910-27, 971-82 – M/WBE GOAL: 16%**

SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES

1.1 The Contractor shall supply all supervision, labor, tools, materials, supplies, vehicles and equipment necessary to perform the work described herein, in accordance with the scope of work/specifications and terms and conditions specified herein.

2.0 GENERAL

2.1 The following City departments ("Departments") will be initially part of this contract:

- 2.1.1 General Services Department
- 2.1.2 Parks & Recreation Department
- 2.1.3 Houston Public Works

2.2 The Contractor shall provide solid waste containers for the collection, transportation, and disposal of solid waste at those collection sites designated and at the frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. The Contractor shall be required to provide to the respective user department proof of pickup/service. Proof of pickup/service may be made by:

- Sending an E-mail to the user department listing the locations serviced on a daily or weekly basis
- Pick-up receipt listing the locations serviced and faxing the receipt to the user department on a daily or weekly basis.

2.3 The Contractor shall provide compactor units at the collection sites designated and at the designated frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. Pick-up receipts shall be provided as proof of services rendered at each site serviced with compactor, roll off, and open top containers.

- 2.4 Contractor shall develop and maintain a waste stream management system, and shall prepare a written waste management audit report, by collection site. The initial report is due within ninety (90) calendar days after receipt of the Notice to Proceed. Future audits will be on an "as requested" basis but will not be requested more often than once a year.

3.0 EQUIPMENT AND SUPPLIES

3.1 The Contractor shall:

3.1.1 Provide solid waste containers of the highest quality materials and workmanship available in the commercial industry and shall maintain these containers in good working order at all times. The containers shall be constructed and maintained to prevent rain from entering into the container and the loss of liquids and solid waste. To prevent storm water pollution violations, liquids shall not leak from containers. Contractor shall pay the City any costs associated with storm water pollution violations that result from leaky containers.

3.1.2 *The containers shall have a closeable lid to prevent the infiltration of insects, snakes, rodents and other such creatures. The container lids shall be maintained in good working order at all times and shall comply with the City of Houston Fire Code. The containers shall be cleaned and disinfected on a regularly scheduled basis or as otherwise required by the Department Directors and/or designee to preclude disease, odors and insect breeding.*

3.1.3 All containers shall be painted prior to installation at the City's collection sites and repainted at regularly scheduled intervals thereafter or at any time during the term of this Agreement to maintain the appearance and standards acceptable to the City.

3.1.4 All containers shall be clearly marked with the Contractor's name and telephone number affixed in a prominent, visible position on the container.

3.1.5 Provide "No Parking" signs at or near the containers.

3.1.6 Provide appropriately colored containers for the other Departments participating in this Contract.

3.1.7 **COMPACTORS**

The compactor units shall be constructed of high-quality steel channel, tubing, plate and sheet, in accordance with the latest, published, applicable A.N.S.I. Standards. Each unit will be equipped with rubber door seals and dual ratchets. The doors and rubber gaskets shall be constructed and maintained so as to prevent leakage of liquids from the unit. Additionally, the Contractor shall ensure that compactor units meet the following requirements:

- a. The controls shall be designed to completely and safely compact all solid wastes placed in it.
- b. The units shall be fitted with all the latest safety devices to ensure safe operations.
- c. The units shall be marked with bilingual safety decals (English and Spanish) in accordance with the latest, published, applicable A.N.S.I. Standards.
- d. The Contractor shall be responsible for training City employees in the proper and safe operating procedures before the units are operated by City personnel.
- e. The Contractor shall maintain the units in good operating order at all times.
- f. The receiver container component of the compactor units shall be transported and emptied by the Contractor in accordance with the frequency schedule detailed in Exhibit "BB".
- g. Contractor shall ensure that the dual ratchets are closed and tightened when reinstalling the units at the collection sites.
- h. A compactor monitoring system gauge must be included with each compactor, at no cost to the City. Contractor shall ensure that the monitoring gauges are working properly throughout the term of this Contract.

3.1.8 The Contractor shall inspect all the designated collection sites and determine the exact scope of services to facilitate installation of solid waste containers and compactor units.

3.1.9 Installation of containers and compactor units shall be accomplished by the Contractor within sixty (60) days from receipt of the Notice to Proceed. Training of City personnel shall also be accomplished by the Contractor within the aforementioned 60-day period.

3.1.10 It is agreed and understood by the Contractor that a Director and/or designee may change collection sites by notifying the Contractor in writing. However, if, by making such changes, the City increases the number of the collection sites, the number/capacities of the containers, or number of compactor units and/or the frequency of services to be provided in Exhibit BB, then such changes will be made pursuant to the addition/delete provisions of the Contract.

4.0 DISPOSAL

4.1 The Contractor shall transport and dispose of all solid waste collected, pursuant to this Contract, safely and in the manner prescribed by law, that each disposal site has been approved by all governing authorities with jurisdiction over the disposal of solid wastes, that it shall not dispose of solid wastes at any disposal site which has had its permit revoked, and that the vehicles used to transport the solid waste meets or exceeds the operating standards established by all regulatory authorities with jurisdiction over the transporting of solid waste.

4.2 The Contractor shall comply with all standards established by the City's Health & Human Services Department regarding the waste containers and compactor units and maintenance of the areas immediately adjacent to them.

- 4.3 The Contractor shall provide a list of disposal sites it will use during the term of the Agreement to the Contract Administrator. This list must be approved by the Contract Administrator prior to their use in disposing of City-generated waste products. The complete geographic location and its associated permit number will be included in each request.
- 4.4 Emptying containers and compactor units or performing any other services called for in this Agreement shall be performed during the City of Houston Department's approved hours for service (**HFD locations require services be performed after 8:00 A.M.**). An appointment with City personnel will be required for after hours, unmanned facilities, enclosed or secure areas. On call services may include Saturday and Sunday if requested. The Contractor shall develop an approved service time with each Department, along with the City employee(s) designated to sign and approve delivery tickets upon delivery. The Contractor shall submit the approved list of service times and names of City delivery ticket approving officials within 14 calendar days after receipt of the Notice to Proceed.
- 4.5. Failure to provide services on the scheduled day and time by Contractor will result in reducing the monthly invoice by the unit price of the pickup location.
- 4.6. The frequency of collection is as depicted in Exhibit "BB" and may be increased/decreased if agreed to by the Department Director and/or designee and the fees adjusted accordingly.
- 4.7. The Contractor shall empty containers and compactor units and dispose of solid waste from the City's collection sites listed in Exhibit "BB".
- 4.8. The Contractor shall remove waste or clean areas, pavements, driveways or street areas that become contaminated from spillage from waste or liquids deposited by the Contractor's truck while on site. Damage to City of Houston Property caused by the Contractor shall be repaired or replaced within two weeks, or the City of Houston shall invoice the Contractor for the cost of repairs.
- 4.9. The Contractor shall continually monitor and inspect each delivery of the City's solid waste to the disposal site to ensure that hazardous wastes are not commingled with the solid waste, which cannot be lawfully accepted by the disposal site.
- 4.10. The Contractor shall record every delivery to a disposal site of all solid waste collected from any of the City's collection sites and retain such records for a period of four (4) years after the date the waste was delivered to the disposal site. The records shall include, but are not limited to, the identity of the specific collection site from which the solid waste was collected, the disposal site, the location of the disposal site and the date the solid waste was delivered. The Contractor shall make these records available to the Contract Administrator, the Department Director, or designee.
- 4.11 Collections days shall have a minimum of one workday (Monday through Friday) between services (i.e., frequency two times per week, pickup Monday and Wednesday.)

5.0 WASTE STREAM MANAGEMENT

- 5.1. The Contractor shall complete a Waste Stream Management Audit and submit a report documenting the findings of the audit to the Department Directors and/or designee within the first ninety (90) days of this Contract. The report shall contain, at a minimum:
 - 5.1.1 The actual volume of solid waste collected from each container or compactor unit.
 - 5.1.2 Suggested changes in container or compactor unit sizes, frequency of collection, number and types of containers, etc. based upon the historical needs for solid waste collection and disposal services.
 - 5.1.3 An analysis to identify those City facilities or Departments that may benefit from recycling, roll-off container service or front-end corrugated cardboard recycling.
 - 5.1.4 Additional audits may be requested after the initial audit is received and evaluated. Additional audits will not be requested more often than once a year.
 - 5.1.5 The audits shall be used in assessing the services needed for each Department and collection site identified. The goal is to provide sufficient capacity and collection frequency to assure waste containment at each collection site is at least 95% of the time. Service may be increased or decreased as a result of the audit. An increase in service over the levels established for Basic Services shall be a "Special Service" and processed accordingly. A decrease in service from the levels established for Basic Services shall reduce the cost of the Basic Services by the cost of the services no longer required or provided and by decreases in the cost of equipment and supplies.
 - 5.1.6 In the event that Basic Services are decreased and the resulting service level for a container or compactor unit is unsatisfactory, in the opinion of a director and/or designee, the service level will be returned to its original Basic Service level and the costs adjusted accordingly. An unsatisfactory level of service shall mean that the quantity of nonhazardous solid waste generated and collected at the collection site exceeds the reduced capacity for three (3) consecutive pick-ups or excessive odors or unsanitary conditions prevail, in the opinion of the participating Department Director/designee.

SPECIAL SERVICES

6.0 GENERAL

- 6.1 Increasing the number of collection sites, containers, compactor units, the capacity of the containers specified or increasing the frequency of collection beyond that level of service detailed in Exhibit "BB" shall be designated as a "Special Service" under the terms of this Contract. Costs and approval for such "Special Services" must be in accordance with Section 9.0, "Additions and Deletions."

7.0 SEASONAL SERVICE CHANGES

- 7.1 Certain collection sites designated in Exhibit "BB" with an asterisk (*) are subject to seasonal service changes or adjustments. If the seasonal service changes are not included in Basic Services, they will be considered to be "Special Services" under the terms of this Contract. Seasonal is defined as May 15 through September 30. Contractor shall remove trash containers from seasonal locations when notified in writing by the City via a Notice of Deletion letter.

8.0 SILENCE OF THESE SPECIFICATIONS

- 8.1 The specifications set forth herein cover the minimum requirements for non-hazardous solid waste collection, transportation and disposal services. The descriptions contained in these specifications shall be considered as instructive to the Contractor as to the type and quality of containers and compactor units desired. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall prevail. All interpretation of these specifications shall be made based upon this statement.

9.0 ADDITIONS AND DELETIONS

- 9.1 The City, by written notice from the Chief Procurement Officer or the Director to the Contractor, at any time during the term of this Contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the Agreement specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges there for will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

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

11.0 WARRANTIES

- 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 as more fully described in this Exhibit "B."
- 11.2 With respect to any parts and goods it furnishes, Contractor warrants:
- 11.2.1 that all items are free of defects in title, design, material, and workmanship,
 - 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,
 - 11.2.3 that each replacement item is new, or like new (Contractor will make reasonable efforts, whenever commercially and financially reasonable, to make replacements with new parts and goods), in accordance with original equipment manufacturer's specifications, of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and will not cause any manufacturer's warranties to lapse or become invalid, and
 - 11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.
- 11.3 Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.
- 11.3.1 Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
 - 11.3.2 The Director will give written notice of any defect or nonconformance to Contractor within one year from the date of Acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.

11.3.3 In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.

11.3.4 The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not acceptable by the Director under this Agreement.

12.0 CRIMINAL BACKGROUND CHECK

12.1 At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director and/or designee, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time as reasonably deemed necessary by the Director and/or designee throughout the term of the Agreement. Failure to strictly comply with this requirement is grounds for immediate termination of the Contract.

12.2 The Contractor shall be responsible for all costs associated with the background checks. Additionally, all of Contractor's employees and subcontractor employees must:

12.2.1 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;

12.2.2 Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;

12.2.3 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;

12.2.4 Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;

12.2.5 Not be required to register in this or any other state as a sex offender;

12.2.6 Have no outstanding warrants;

- 12.2.7 Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
- 12.2.8 Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;
- 12.2.9 Not have been discharged from the armed services of the United States under other than honorable conditions;
- 12.2.10 Be skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. All personnel must be skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 12.2.11 The City reserves the right to conduct additional background checks as deemed advisable.

13.0 CONTRACT COMPLIANCE

- 13.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable levels of service are provided.
- 13.2 Monitoring may take the form of, but not limited to:
 - 13.2.1 Site visits
 - 13.2.2 Review of deliveries received and pickup of containers for accuracy and timeliness
 - 13.2.3 Review of certifications and/or licenses
 - 13.2.4 Review of contractor's invoices for accuracy
- 13.3 The responsibility for monitoring rests with the Contract Compliance Section of participating departments of the Office of the various Directors and/or designee.

14.0 MODIFICATION TO RATES

- 14.1 Fuel Adjustments: Every calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$4.35 per gallon (with a 1% surcharge beginning at \$4.35 per gallon and a 2% surcharge at \$4.50 per gallon, etc.). In no event shall there be any fuel adjustment for any decrease in the price of diesel fuel below \$3.90 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location:
<https://www.eia.gov/petroleum/gasdiesel/>.

The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter, if such a Monday is a Federal Holiday).

15.0 POST AWARD MEETING:

15.1 Once the contract has been approved by City Council, the City reserves the right to schedule a post-award meeting with the successful Contractor and the various Service Lines. This meeting will include Procurement, Contract Management of the various Departments, Accounts Payable, and all other matters related to contract administration.

16.0 INTERLOCAL AGREEMENTS:

16.1 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.

17.0 INVOICING

17.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted to the requesting department.

The City reserves the right to review all payments made to a contractor by auditing at a later date. Subject to such audit, any overpayment may be recovered from the contractor. The City of Houston requires timely and accurate accounting and billing information. All charges must be documented.

17.2 Each invoice shall detail the following information:

- 17.2.1 City Contract number, Ordinance number
- 17.2.2 Facility address and name of person requesting service
- 17.2.3 Service date
- 17.2.4 Unit number
- 17.2.5 Total invoice amount

17.3 Invoices Address for the following Department:

COH - Houston Public Works (HPW)

Accounts Payable Services Contracts
PO Box 3685

Houston, TX 77251-3685

financcountspayable@houstontx.gov (preferred method)

COH – General Services Department (GSD)

Accounts Payable Services Contracts

GSDpayables@houstontx.gov (preferred method)

COH - Parks and Recreation Department (HPARD)

Accounts Payable – Rosetta Brown

2999 S. Wayside

Houston, TX 77023

rosetta.brown@houstontx.gov (preferred method)

**EXHIBIT BB
GENERAL SERVICES DEPARTMENT**

Location Name	Address	# of Container	Container Capacity	Collection Frequency	Schedule
City Hall Annex	900 Bagby	2	8	6	Week
General Maintenance	2707 Dalton	1	8	1	Week
Municipal Courts	1400 Lubbock	1	8	5	Week
PDMO Warehouse	2511 Broad St.	1	8	1	Week
HEC	5320 N. Shepherd	1	40	On Call	-
Fire Station #2	5880 Woodway Dr.	1	4	1	Week
Fire Station #3	3735 W. Alabama	1	4	1	Week
Fire Station #4	6530 W. Little York	1	4	1	Week
Fire Station #5	2020 Hollister	1	4	1	Week
Fire Station #6	3402 Washington	1	4	1	Week
Fire Station #7	1402 Elgin	1	4	1	Week
Fire Station #8	1919 Louisiana	1	4	1	Week
Fire Station #9	702 Hogan	1	2	1	Week
Fire Station #10	6600 Corporate Dr.	1	4	1	Week
Fire Station #11	460 T.C. Jester	1	6	1	Week
Fire Station #12	1502 Alber	1	6	1	Week
Fire Station #15 Old	402 Tabor	1	4	1	Week
Fire Station #15 New	5306 N. Main	1	4	1	Week
Fire Station #16	1700 Richmond	1	4	1	Week
Fire Station #17	2805 Navigation	1	4	1	Week
Fire Station #18	619 Telephone	1	4	1	Week
Fire Station #19	1811 Gregg	1	4	1	Week
Fire Station #20	6902 Navigation	1	4	1	Week
Fire Station #21	10515 S. Main	1	2	1	Week
Fire Station #22	7825 Harrisburg	1	6	1	Week
Fire Station #23	8005 Lawndale	1	4	1	Week
Fire Station #24	2625 Reed Rd.	1	4	1	Week
Fire Station #25	3902 Scott	1	4	1	Week
Fire Station #26	7111 Dixie	1	4	1	Week
Fire Station #27	6302 Lyons	1	4	1	Week

Fire Station #28	3000 Chimney Rock	1	4	1	Week
Fire Station #29	4829 Old Galveston Rd.	1	4	1	Week
Fire Station #30	6702 Irvington	1	4	1	Week
Fire Station #31	222 W. Crosstimbers	1	4	1	Week
Fire Station #32	8614 E. Tidwell	1	4	1	Week
Fire Station #33	7117 Fannin	1	4	1	Week
Fire Station #34	310 Laura Koppe	1	4	1	Week
Fire Station #35	5535 Van Fleet	1	4	1	Week
Fire Station #36	7720 Airport Blvd.	1	4	1	Week
Fire Station #37	7026 Stella Link	1	4	1	Week
Fire Station #38	1120 Silber	1	4	1	Week
Fire Station #39	5810 Pickfair	1	4	1	Week
Fire Station #40	5830 O.S.T.	1	4	1	Week
Fire Station #41	805 Pearl	1	2	1	Week
Fire Station #42	8675 Clinton	1	4	1	Week
Fire Station #43	7330 N. Wayside	1	2	1	Week
Fire Station #44	675 Maxey Rd.	1	4	1	Week
Fire Station #45	4910 McCarty	1	4	1	Week
Fire Station #46	3902 Corder	2	6	1	Week
Fire Station #47	2615 Tidewater	1	2	1	Week
Fire Station #48	11616 Chimney Rock	1	4	1	Week
Fire Station #49	1212 Gessner	1	4	1	Week
Fire Station #50	4420 Bingle	1	6	1	Week
Fire Station #51	6902 Bellaire	1	4	1	Week
Fire Station #52	10343 Hartsook	1	2	1	Week
Fire Station #53	13349 Vicksburg	1	2	1	Week
Fire Station #55	11212 Cullen	1	4	1	Week
Fire Station #56	5820 E. Little York	1	4	1	Week
Fire Station #57	13602 Memorial Dr.	1	4	1	Week
Fire Station #58	18413 Fulton	1	2	1	Week
Fire Station #59	13925 S. Post Oak	1	4	1	Week
Fire Station #60	2925 Jeanetta	1	4	1	Week
Fire Station #61	9726 Monroe	1	4	1	Week
Fire Station #62	1602 Seamist	1	4	1	Week
Fire Station #63	5626 Will Clayton Pkwy.	1	4	1	Week
Fire Station #64	3000 Greens Rd.	1	4	1	Week

Fire Station #65	11531 FM 1960	1	4	1	Week
Fire Station #66	5800 Teague	1	4	1	Week
Fire Station #67	1620 W. Little York	1	4	1	Week
Fire Station #68	8602 Bissonett	1	4	1	Week
Fire Station #69	1102 W. Belt South	1	6	1	Week
Fire Station #70	11410 Beamer	7	4	1	Week
Fire Station #71	15200 Space Center Blvd	1	4	1	Week
Fire Station #72	17401 Saturn Ln.	1	2	1	Week
Fire Station #73	9640 Wilcrest	1	4	1	Week
Fire Station #74	460 Aldine Bender	1	4	1	Week
Fire Station #75	1995 S. Dairy Ashford	2	4	1	Week
Fire Station #76	7200 Cook Rd.	1	4	1	Week
Fire Station #77	10155 Kempwood Dr.	1	8	1	Week
Fire Station #78	15100 Memorial	1	4	1	Week
Fire Station #80	16111 Chinmey Rock	1	2	1	Week
Fire Station #82	11250 Braesridge	1	2	1	Week
Fire Station #83	3350 Breezewood Dr.	1	2	1	Week
Fire Station #84	320 Gears Rd.	1	4	1	Week
Fire Station #86	14300 Briar Forest	3	8	1	Week
Fire Station #90	16535 Park Row Dr.	1	4	1	Week
Fire Station #93	911 FM 1959	1	4	1	Week
Fire Station #94	235 El Dorado	1	6	1	Week
Fire Station #96	7409 Willowchase	1	6	1	Week
Fire Station #101	1863 Kingwood Dr.	1	2	1	Week
Fire Station #102	4102 W. Lake Houston	1	6	2	Week
Fire Station #103	2907 High Valley	1	4	1	Week
Fire Station #104	910 Forrest Cove Dr.	1	2	1	Week
Fire Station #105	14014 W. Lake Houston	1	2	1	Week
Temporary Bldg.	2002 W. 43rd. St.	1	2	1	Week
Logistical Center Fleet Operations	1205 Dart	1	4	2	Week
Logistical Center	1205 Dart	4	4	3	Week
Logistical Center	1205 Dart	2	8	2	Week
Braeswood Square	60 Braesmont	1	4	1	Week
HFD Brac Facility	6903 Perimeter Park Dr.	1	8	1	Week

Acres Homes MSC	6719 W. Montgomery	1	8	3	Week
Animal Care Facility	2700 Evella	1	8	3	Week
Alief Community Center	11903 Bellaire Blvd	1	30	On Call	-
BARC	3110 Stevens	1	8	3	Week
BARC	2700 Evella	1	40	On Call	-
Central HQ & Clinic	1115 S. Braeswood	1	8	5	Week
<i>Cochran Warehouse</i>	<i>1906 Cochran</i>	1	6	1	Week
Denver Harbor MSC	5402 Market	1	6	2	Week
Facilities Mngt. Hqts.	3026 Berry Rd.	1	6	1	Week
Fifth Ward MSC	4014 Market (5 x wk)	1	8	5	Week
Health Administration	8000 N. Stadium Dr.	1	8	5	Week
Health Warehouse	3301 Commerce	1	6	1	Week
Hiram Clark MSC	3810 W. Fuqua	1	8	3	Week
Holcombe Lab	2251 Holcombe	1	8	5	Week
Holcombe Lab	2250 Holcombe	2	8	5	Week
John Peavy Sr. Center	3814 Market St	1	8	3	Week
Kashmere MSC	4802 Lockwood	1	6	3	Week
La Nueva Casa	1809 N. Main	2	4	3	Week
Magnolia MSC	7037 Capital	1	8	5	Week
Metropolitan MSC	1475 West Gray	1	6	3	Week
Northside Health Ctr.	8523 Arkansas	1	6	3	Week
Northwest MSC	9720 Spaulding	1	2	2	Week
Pollution Control Adm	7411 Park Place	1	6	2	Week
Riverside Health Ctr.	3315 Delano	1	6	3	Week
Southwest MSC	6400 High Star	1	8	2	Week
Sunnyside Health Ctr.	9314 Cullen	1	6	3	Week
Sunnyside MSC	4605 Wilmington	1	6	3	Week
Third Ward MSC	3611 Ennis	1	6	2	Week
Tri-Community Ctr.	9525 Clinton	1	8	1	Week
West End Health Ctr.	190 Heights	1	8	3	Week

West End MSC	170 Heights	1	6	3	Week
Aldine WIC	5180 Aldine Mail Rte.	1	2	1	Week
Alief WIC New	12660 Beechnut	1	2	2	Week
Hunting Bayou WIC	11430 I-10 East	1	2	1	Week
Northeast WIC	9421 Mesa Rd.	1	2	2	Week
Acres Homes Branch	8501 W. Montgomery	1	3	1	Week
African American	1300 Victor	1	4	2	Week
Alief Branch	7979 Kirkwood	1	4	2	Week
Blue Ridge Branch	7707 W. Fuqua	1	4	2	Week
Bracewell Branch	9002 Kingspoint Dr.	1	8	3	Week
Bracewell Branch	10115 Kleckley	1	3	1	Week
Carnegie Branch	1100 Quitman	1	4	2	Week
Central Library	500 McKinney	1	10	5	Week
Clayton Library	5300 Caroline	1	4	1	Week
Collier Branch	6400 Pinemont	1	4	2	Week
Dixon Branch	8002 Hirsh Rd.	1	3	1	Week
Flores Branch	North Milby	1	3	1	Week
Heights Branch	1302 Heights	1	6	1	Week
Hillendahl Branch	2436 Gessner	1	3	1	Week
Johnson Branch	3517 Reed Rd.	1	3	1	Week
Jungman Branch	5830 Westheimer	1	4	1	Week
Kashmere Gardens	5411 Pardee	1	4	2	Week
Kendall Branch	609 N. Eldridge Pkwy.	1	8	2	Week
Lakewood Branch	8815 Feland	1	3	1	Week
Library Resource Center	3102 Center	1	8	2	Week
Looscan Branch	2510 Willowick	1	3	1	Week
Mancuso Branch	6767 Bellfort	1	3	1	Week
McGovern-Stella Link	7405 Stella Link	1	4	1	Week
Melcher Branch	7200 Keller	1	3	1	Week
Montrose Branch	4100 Montrose	1	3	1	Week
Moody Branch	9525 Irvington	1	3	1	Week
Oak Forest Branch	1349 W. 43rd.	1	3	1	Week
Park Place Branch	8145 Park Place Blvd.	1	4	2	Week
Pleasantville Branch	1520 Gellhorn	1	3	1	Week

Ring Branch	8835 Long Point	1	4	1	Week
Robinson-Westchase	3223 Wilcrest	1	4	2	Week
Scenic Woods Branch	10677 Homestead Rd.	1	3	1	Week
Smith Branch	3624 Scott	1	4	1	Week
Stanaker Branch	611 S. Sgt. Macario Gar	1	4	1	Week
Tuttle Branch	702 Kress	1	4	2	Week
Walter Branch	7660 Clarewood	1	4	1	Week
Young Branch	5400 Griggs	1	3	1	Week
Academy	17000 Aldine Westfield	1	6	3	Week
Auto Theft	1100 Elder	1	8	2	Week
Braburn Storefront	11168 Fondren	1	8	1	Week
Carpenter Shop	61 Reisner	1	40	6	Year
Central Police	61 Reisner	1	40	1	Week
Clear Lake Substation	2855 Bay Area Blvd.	1	8	2	Week
Kingwood	5911 Rustic Woods	1	4	1	Week
Magnolia/Eastside	7525 Sherman	1	8	2	Week
Midwest Police Station	7277 Regency Sq.	1	8	1	Week
McNair South Central	2202 St. Emanuel	1	6	2	Week
Mounted Police	5005 Little York	1	8	2	Week
North Command	9456 W. Montgomery	2	8	3	Week
North Command Parking	9455 W. Montgomery	1	8	2	Week
North Parking Lot	33 Artesian	1	8	3	Week
North Shooting Range	17000 Aldine Westfield	1	8	3	Week
North East Substation	8333 Ley Rd.	1	8	2	Week
Northwest Station	6000 Teague	1	6	2	Week
Police Headquarters	1200 Travis (Bags)	1	20	1	Month
Reed Rd. Storefront	3511 Reed Rd.	1	2	1	Week
South Gessner Station	8605 Westplace	1	8	1	Week
Southwest Sub	4503 Beechnut	1	6	2	Week

Uniform Supply	700 Houston Ave.	1	8	1	Week
West Station	3202 S. Dairy Ashford	1	6	2	Week
HPD BRAC Facility	7077 Perimeter	1	8	2	Week
Parking Management	2020 McKinney	1	6	1	Week

HOUSTON PUBLIC WORKS

Location Name	Address	# of Container	Container Capacity	Collection Frequency	Schedule
69 th St WWTP (Admin)	2525 S Sgt Macario Garcia	1	3	2	week
69 th St WWTP	2525 S Sgt Macario Garcia	2	6	2	week
69 th St WWTP	2525 S Sgt Macario Garcia	1	8	2	week
69 th St WWTP	2525 S Sgt Macario Garcia	4	20	--	On-call
69 th St WWTP (Maintenance)	2525 S Sgt Macario Garcia	1	20	--	On-call
69 th St Sludge Plant	1700 Gazin	4	20	--	On-call
Almeda Sims WWTP	12319 ½ Almeda Rd	3	3	1	week
Almeda Sims WWTP	12319 ½ Almeda Rd	1	4	3	week
Almeda Sims WWTP	12319 ½ Almeda Rd	2	8	1	week
Almeda Sims WWTP	12319 ½ Almeda Rd	2	20	--	On-call
Beltway Lab	10500 Bellaire	1	6	1	week
Beltway WWTP	10518 Bellaire Blvd	2	3	1	week
Beltway WWTP	10518 Bellaire Blvd	1	4	1	week
Clinton Park WWTP	9030 Clinton Dr	1	3	1	week
Chocolate Bayou WWTP	9600 Martin Luther King	1	3	1	week
Chocolate Bayou WWTP	9600 Martin Luther King	1	4	1	week

Cullen Service Center	7440 Cullen Blvd	1	20	--	On-call
Cullen Service Center	7440 Cullen Blvd	1	30	--	On-call
Easthaven WWTP	8545 Scranton St	1	3	1	week
FWSD 23 WWTP	8219 Kellet St	1	3	1	week
FWSD 23 WWTP	8219 Kellet St	2	4	2	week
Greenridge WWTP	6301 W Fuqua St	1	4	1	week
Greenridge WWTP	6301 W Fuqua St	2	4	4	week
Groeway Admin	4545 Groeway Dr	1	8	1	week
Groeway Trailer	4550 Groeway Dr	1	3	1	week
Homestead WWTP	5565 Kirkpatrick	1	3	1	week
Imperial Valley WWTP	15500 Cotillion	1	3	1	week
IAH WWTP	2450 Rankin Rd	2	3	1	week
Keegans Bayou WWTP	9400 White Chapel Ln	2	4	4	week
Keegans Bayou WWTP	9400 White Chapel Ln	1	4	3	week
Keegans Bayou WWTP	9400 White Chapel Ln	1	4	1	week
Keegans Bayou WWTP	9400 White Chapel Ln	1	8	1	week
Keegans Bayou WWTP	9400 White Chapel Ln	1	20	--	On-call
Metro Central WWTP	12815 Galveston Rd	1	4	1	week
MUD 203 WWTP	1215 Gears Rd	1	3	1	week
Northbelt WWTP	14506 Smith Rd	2	3	1	week
Northeast WWTP	655 Maxey Rd	1	3	1	week
Northgate WWTP	303 ½ Benmar Dr	1	3	2	week
Northgate WWTP	303 ½ Benmar Dr	2	3	2	week
Northwest WWTP	5423 Mangum Rd	3	3	3	week

Park Ten WWTP	16500 Park Row	1	3	1	week
Sagemont WWTP	11700 Sagearbor	1	3	--	On-call
Sims Bayou WWTP	9500 Lawndale	1	10	2	week
Sims Bayou WWTP	9500 Lawndale	1	8	1	week
Sims Bayou WWTP	9500 Lawndale	4	20	--	On-call
Sims Bayou WWTP	9500 Lawndale	2	20	--	On-call
Sims South WWTP	3100 Galveston Rd	1	4	1	week
Sims South WWTP	3100 Galveston Rd	1	6	1	week
Sims South WWTP	3100 Galveston Rd	1	4	2	week
Sims South WWTP	3100 Galveston Rd	3	20	--	On-call
Southeast WWTP	9610 Kingspoint Rd	2	3	1	week
Southwest WWTP	4211 Beechnut	1	3	2	week
Southwest WWTP	4211 Beechnut	1	6	2	week
Southwest WWTP	4211 Beechnut	2	20	--	On-call
Tidwell Timbers WWTP	10545 Tidwell Dr	1	2	1	week
Turkey Creek WWTP	1147 Enclave Pkwy	1	3	2	week
Turkey Creek WWTP	1147 Enclave Pkwy	2	4	4	week
Upper Braes WWTP	13525 W Houston Center Blvd	2	3	1	week
Upper Braes WWTP	13525 W Houston Center Blvd	1	4	1	week
Upper Braes WWTP	13525 W Houston Center Blvd	1	4	3	week
Upper Braes WWTP	13525 W Houston Center Blvd	2	20	--	On-call
WCID 47 WWTP	7410 Galveston Rd	1	3	1	week

WCID 76 WWTP	13535 River Trail	1	4	1	week
WCID 111 WWTP	10801 Huntington Point Dr	2	3	1	week
WCID 111 WWTP	10801 Huntington Point Dr	2	3	2	week
West District WWTP	255 Isolde Dr	2	3	1	week
West District WWTP	255 Isolde Dr	1	20	--	On-call
Westway MUD WWTP	10273 Genard Rd	2	3	2	week
White Oak WWTP	7103 W Gulf Bank	2	3	1	week
Willowbrook WWTP	7101 Greens Rd (7219 W Greens)	2	4	1	week
WW Control Center	100 Japhet St	1	30	--	On-call
Sabine	105 Sabine	1	3	1	week
Parkglen	10923 Stancliff	1	3	1	week
Southwest	4410 Westpark	1	3	1	week
Campbell	4017 Campbell rd	1	3	1	week
EWPP	2300 Federal Rd.	4	4	1	week
EWPP	12555 Clinton Dr.	3	4	1	week
SEWPP	3100 Genoa Red Bluff Rd.	2	4	2	week
NEWPP	12550 Water Works Way	1	8	1	week
Maintenance	7027 Ardmore	1	8	1	week
Lab	1770 Sydney	1	8	1	week
Teague	5900 Teague	1	20	1	week
EWPP	2300 Federal Rd.	1	30	--	On-call
Dalton	2700 Dalton	1	30	1	Monthly
Maintenance	7027 Ardmore	1	40	--	On-call
Bridge Maintenance	2701 Dalton	1	8	1	week
Bridge Maintenance	2701 Dalton	1	20	1	Month
SSM Facility	747 Evergreen	1	10	2	week

Patterson	2200 Patterson	1	40	2	week
Leeland	4200 Leeland	1	8	2	week
Dalton	2700 Dalton	1	8	1	week
Dalton	2700 Dalton	1	20	--	On-call
Dalton	2700 Dalton	1	30	--	On-call
EB Cape Center	4501 Leeland	1	8	1	week
Bob Lanier Building	611 Walker	1	20	--	On-call
Bob Lanier Building	611 Walker	Special hand pick	Bagged trash (up to 70 bags)	6	week
Upper Braes	13211 West Houston Center Blvd	1	30	4	Monthly
Upper Braes	13211 West Houston Center Blvd	1	8	1	week
McKinney	2805 McKinney	1	8	1	week

PARKS AND RECREATION

Location Name	Address	# of Container	Container Capacity	Collection Frequency	Schedule
Carverdale Park	9800 Tanner	77041	1	6	2x week
Charlton Comm. Ctr	8200 Park Place Blvd	77017	1	6	2x week
Clark Comm. Ctr	9718 Clark	77076	1	6	2x week
Denver Harbor (Perez Parking)	6402 Market	77020	1	6	2x week
DeZavalla Comm Ctr	907 76th St.	77012	1	6	2x week
Eastwood	5020 Harrisburg	77011	1	6	2x week
Emancipation Comm. Ctr	3018 Dowling	77004	1	10	2x week
Fonde	110 Sabine	77004	1	10	2x week
Hackberry Park	7777 S. Dairy Ashford St	77072	1	8	2x week
Hartman	9311 F Ave P	77012	1	8	2x week
Hermann Park Japanese Ctr	6000 Fannin	77030	1	6	2x week

Hermann Park Garden Ctr	59000 Golf Course Dr.	77030	1	6	2x week
Hermann Park Centennial Garden	1500 Herman Dr	77030	1	8	2x week
Hermann Park Zoo Parking Lot	6000 Golf Course Dr.	77030	1	6	2x week
Highland Comm	3318 Desoto	77091	1	6	2x week
Hobart Taylor Park	8100 Kenton St	77028	1	6	2x week
Ingrando Park	7302 Keller	77012	1	6	2x week
Judson Robinson Sr Rec Ctr	1422 Ledwicke	77029	1	6	2x week
Judson Robinson Jr	2020 Herman Drive	77004	1	6	2x week
Keith Weiss Park	12300 Aldine Westfield	77093	1	8	2x week
Kingwood Comm Ctr	4102 Rustic Woods Dr	77339	1	8	2x week
Kingwood Maint Facility	100 Waterwell	77339	1	8	2x week
Law Park	6100 Vasser	77033	1	6	2x week
Linkwood Park	3699 Norris	77025	1	6	2x week
MacGregor Ctr	5225 Calhoun	77021	2	8	2x week
Marian Comm Ctr	11101 South Gessner	77071	2	6	2x week
Mason	541 S 75th	77011	2	6	2x week
Melrose Comm Ctr	1001 Canino Rd	77076	2	6	2x week
Milby Maint Barn	2001 Central	77017	1	8	2x week
Milby Rec Ctr	2001 Central Ave	77017	1	6	1x week
Moody Comm Ctr	3725 Fulton	77009	2	6	2x week
North Line Park	6902 Nordling Rd	77076	1	6	2x week
Platou Park	11655 Chimney Rock	77035	1	6	2x week
Sagemont Park	11507 Hughes	77009	1	6	2x week
Sam Houston Park (Behind Kellum House)	1000 Bagby	77002	1	6	2x week
Settegast Park	3000 Garrow	77003	1	6	3x week
Shady Lane Park	10220 Shady Lane	77093	1	6	2x week
Sharpstown Comm Ctr	6600Harbertown	77036	2	6	2x week
Sims Bayou Maint	10400 MLK Blvd	77033	1	10	3x week
Stude Park	1030 Stude	77007	1	8	2x week
Sunnyside Comm. Ctr	3502 Belfort	77051	1	6	2x week
Tidwell Comm. Ctr	9720 Spaulding	77016	1	6	2x week
Townwood Comm. Ctr	3403 Rimsbrook	77045	1	6	2x week
Tuffy Park	3200 Russell	77026	1	6	2x week
Wheeler Maintenance	6200 Wheeler	77023	1	8	2x week
Wilson Memorial	100 Gilpin	77034	2	8	2x week
Windsor Village Comm Ctr	14441 Croquet Ln	77085	1	6	2x week
Cullen Maint Facility	18203 Groschke	77084	1	40	1x month

Facility Maint	6200 Wheeler	77023	1	40	1x month
Sowden Maint	1225 Sowden Rd	77055	1	40	1x month
GOLD COURSE AND TENNIS - OPERATIONS (BILLING DIVISIONS #2)					
MacGregor Tennis Ctr	5225 Calhoun	77074	1	6	1x week
Memorial Tennis Ctr	1500 E. Memorial Loop Dr	77007	1	6	2x week
SW Tennis Ctr	9506 S Gessner	77021	1	6	2x week
Brock Golf Course	8201 John Ralston Rd	77078	1	8	2x week
Memorial Park Running Center	7575 N Picinic Ln	77007	1	8	2x week
Glenbrook Golf Course	8205 N Bayou Dr	77017	1	6	2x week
Memorial Golf Course – Maint	6001 Memorial Loop	77007	1	6	2x week
Memorial Golf Course - Pro Shop	11001 E Memorial Loop	77007	1	8	2x week
Sharpstown Golf Course (Maint)	6600 Osage	77036	1	6	2x week
Sharpstown Golf Course (Pro Shop)	6600 Harbor Town Dr	77036	1	6	2x week
LAKE HOUSTON PARK - OPERATIONS (BILLING DIVISIONS #3)					
Lake Houston Park	22031 Baptist Encampment Rd, New Caney, TX (various locations within the park)	77357	4	8	2x week
SUMMER FOOD PROGRAM - JUNE THRU AUGUST (BILLING DIVISIONS #4 - Sites subject to vary each year)					
Alief Comm Ctr	11903 Bellaire Blvd	77072	10	8yd	3xweek
Beverly Hills Comm Ctr	9800 Kingspoint	77075	10	8yd	3xweek
Burnett Bayland Comm Ctr	6000 Chimney Rock	77081	10	8yd	3xweek
Charlton Comm Ctr	8200 Park Place	77012	10	8yd	3xweek
Clinton Comm Ctr.	200 Mississippi	77029	10	8yd	3xweek
Cloverland/Swindel Park	11800 Scott. St.	77047	10	8yd	3xweek
Crestmont Park	5200 Selinsky	77048	10	8yd	3xweek
Denver Harbor/Perez Comm. Ctr.	6402 Market	77020	10	8yd	3xweek
DeZavala Comm Ctr	7521 Avenue H	77012	10	8yd	3xweek
Eastwood Comm Ctr	5020 Harrisburg	77011	10	8yd	3xweek
Edgewood Comm Ctr	5803 Bellfort	77033	10	8yd	3xweek

Emmancipation	3018 Dowling	77004	10	8yd	3xweek
Freed Pak	6818 Shady Villa	77055	10	8yd	3xweek
Garden Villas Comm Ctr	6720 S. Haywood	77061	10	8yd	3xweek
Hartman Comm Ctr	9311 East Avenue P	77012	10	8yd	3xweek
Hobart Taylor Comm Ctr	8100 Kenton	77028	10	8yd	3xweek
Judson Robinson Jr.	2020 Herman Dr	77004	10	8yd	3xweek
Linkwood Comm Ctr	3699 Norris	77025	10	8yd	3x week
Love Comm Ctr	J1000 West 12th	77008	10	8yd	3xweek
Marian Comm Ctr	11101 South Gessner	77071	10	8yd	3x week
Mason Comm Ctr	541 S. 75th St	77023	10	8yd	3xweek
Meadow Creek Comm Ctr	5333 Berry Creek	77017	10	8yd	3x week
Moody Park	3725 Fulton St.	77009	10	8yd	3xweek
Platou Comm Ctr.	11655 Chimney Rock	77053	10	8yd	3xweek
Settegast Comm Ctr	3000 Garrow	77003	10	8yd	3x week
Sharpstown Comm Ctr	6600 Harbortown	77036	10	8yd	3x week
Sunnyside Comm Ctr	3502 Belfort	77051	10	8yd	3x week
Swiney Comm. Ctr.	2812 Cline	77020	10	8yd	3x week
Tidwell Comm. Ctr	9720 Spaulding St.	77016	10	8yd	3x week
Townwood Comm Ctr	3403 Simsbrook	77045	10	8yd	3xweek
Windsor Village Comm Ctr	14441 Croquet	77085	10	8yd	3x week
Woodland Comm Ctr	212 Parkview 77009		10	8yd	3x week
MacGregor Tennis Ctr. (Hommer Ford Tennis)	5225 Calhoun	77074	1	6yd	1x week
Milby Recreation Ctr	2001 Central Ave	77017	1	6yd	1x week

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**SECTION C
SAMPLE CONTRACT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SOLICITATION # _____
ORDINANCE # _____
CONTRACT# _____

AGREEMENT FOR _____ SERVICES

ARTICLE 1. PARTIES

THIS AGREEMENT FOR _____ SERVICES (this "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 _____ 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:

<u>City</u>	<u>Contractor</u>
Director or Designee _____ Department City of Houston P. O. Box 1562 Houston, Texas 77251	_____ _____ _____ Attention: _____

The Parties agree as follows:

1.02 TABLE OF CONTENTS

1.02.1 This Agreement consists of the following sections:

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- “E” DRUG POLICY COMPLIANCE DECLARATION
- “F” FEES AND COSTS

1.03 **PARTS INCORPORATED**

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

1.04 **CONTROLLING PARTS**

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

1.05 **DEFINITIONS**

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

1.06 **SIGNATURES**

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

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

Name:
Title:

CONTRACTOR:

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

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, _____ Department

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

Chief Procurement Officer

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

APPROVED AS TO FORM:

Legal Assistant
Date: _____

Assistant City Attorney
L.D. File No. _____

ARTICLE 2. DUTIES OF CONTRACTOR

2.01 **SCOPE OF SERVICES**

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

2.02 **COORDINATE PERFORMANCE**

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

2.03 **TIME EXTENSIONS**

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.04. **REPORTS**

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

2.05 **PAYMENT OF SUBCONTRACTORS**

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

2.05.2 **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.

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

2.06 RELEASE

2.06.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

2.07 INDEMNIFICATION

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

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

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

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

2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.08 SUBCONTRACTOR'S INDEMNITY

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

2.09 INDEMNIFICATION PROCEDURES

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

2.09.1.1 a description of the indemnification event in reasonable detail;

2.09.1.2 the basis on which indemnification may be due; and

2.09.1.3 the anticipated amount of the indemnified loss.

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

2.09.2 Defense of Claims

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

2.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

2.10 **INSURANCE**

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

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$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	\$1,000,000
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 estop 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 Agreement 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 Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 **Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

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

2.11 **WARRANTIES**

2.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

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

- 2.11.2.1 that all items are free of defects in title, design, material, and workmanship;
- 2.11.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;
- 2.11.2.3 that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and
- 2.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

2.12 **CONFIDENTIALITY**

2.12.1 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, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

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

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

2.14 **LICENSES AND PERMITS**

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

2.15 **COMPLIANCE WITH LAWS**

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

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

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

2.17 **MWBE COMPLIANCE**

2.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **16%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's 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: (i) audits of the books and records of the subcontractor; and (ii) 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 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 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.18.2.1 a copy of its drug-free workplace policy;
 - 2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and
 - 2.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".
- 2.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 2.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

- 2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. If the Director consents to Contractor's continued representation of the other clients, he or she shall notify Contractor in writing. If the Director does not issue written consent within 3 business days after receipt of Contractor's notice, Contractor shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

2.20. **PAY OR PLAY**

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

2.21. **CONTRACTOR'S PERFORMANCE**

2.21.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

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 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:

<u>CHANGE ORDER</u>	
TO:	[Name of Contractor]
FROM:	City of Houston, Texas (the "City")
DATE:	[Date of Notice]
SUBJECT:	Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]
Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:	
[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]	
Signed:	
<u>[Signature of CPO]</u>	

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 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 contract 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, and orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (the "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 **COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

2.25.1 *Anti-Boycott of Israel.* 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.

2.25.2 *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

2.25.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

2.25.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

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.

2.27 **PRESERVATION OF CONTRACTING INFORMATION**

2.27.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or City policy.

2.27.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. 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.

ARTICLE 3. DUTIES OF CITY

3.01 **PAYMENT TERMS**

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

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

Payment Time - 10 Days: 2% Discount

Payment Time - 20 Days: 1% Discount

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

3.02 **TAXES**

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

3.03 **METHOD OF PAYMENT**

3.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 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 Contractor of the dispute and request remedial action. After any dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.04 **LIMIT OF APPROPRIATION**

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

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

3.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the “Allocated Funds.” The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor’s only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

3.05 ACCESS TO SITE

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

3.06 ACCESS TO DATA

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

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

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

ARTICLE 4. TERM AND TERMINATION

4.01. AGREEMENT TERM

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

4.02. NOTICE TO PROCEED

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

4.03. RENEWALS

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

4.04. TERMINATION FOR CONVENIENCE BY CITY

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

4.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE

CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

4.05. **TERMINATION FOR CAUSE BY CITY**

4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies that exist now or in the future. Default by Contractor occurs if:

4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

4.05.1.2 Contractor becomes insolvent;

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

4.05.1.4 a receiver or trustee is appointed for Contractor.

4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and promptly cancel all orders or subcontracts chargeable to this Agreement.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before

the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

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

4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

ARTICLE 5. MISCELLANEOUS

5.01 **INDEPENDENT CONTRACTOR**

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

5.02 **FORCE MAJEURE**

5.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

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

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

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

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

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

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

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

5.04 **ENTIRE AGREEMENT**

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

5.05 **WRITTEN AMENDMENT**

5.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.06 **GOVERNING LAW AND VENUE**

5.06.1 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.

5.07 **NOTICES**

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

5.08 **CAPTIONS**

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

5.09 **NON-WAIVER**

5.09.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 City representatives may perform or have performed: (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.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

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

5.18 **REMEDIES CUMULATIVE**

5.18.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

EXHIBIT "A"

DEFINITIONS

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

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "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.
4. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
6. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
7. "Director" means the Director of the City of Houston GSD, HPW, PRD Department or such other person as he or she designates.
8. "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.
9. "Effective Date" means the date this Agreement is countersigned by the City Controller.
10. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
11. "Party" or "Parties" means one or all of the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES

- 1.1 The Contractor shall supply all supervision, labor, tools, materials, supplies, vehicles and equipment necessary to perform the work described herein, in accordance with the scope of work/specifications and terms and conditions specified herein.

2.0 GENERAL

- 2.1 The following City departments ("Departments") will be initially part of this contract:

- 2.1.1 General Services Department
- 2.1.2 Parks & Recreation Department
- 2.1.3 Public Works & Engineering Department

- 2.2 The Contractor shall provide solid waste containers for the collection, transportation, and disposal of solid waste at those collection sites designated and at the frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. The Contractor shall be required to provide to the respective user department proof of pickup/service. Proof of pickup/service may be made by:

- Sending an E-mail to the user department listing the locations serviced on a daily of weekly basis
- Pick-up receipt listing the locations serviced and faxing the receipt to the user department on a daily or weekly basis.

- 2.3 The Contractor shall provide compactor units at the collection sites designated and at the designated frequencies specified in Exhibit "BB" or as otherwise requested by the Directors and/or designee of the participating Departments. Pick-up receipts shall be provided as proof of services rendered at each site serviced with compactor, roll off, and open top containers.

- 2.4 Contractor shall develop and maintain a waste stream management system, and shall prepare a written waste management audit report, by collection site. The initial report is due within ninety (90) calendar days after receipt of the Notice to Proceed. Future audits will be on an "as requested" basis but will not be requested more often than once a year.

3.0 EQUIPMENT AND SUPPLIES

- 3.1 The Contractor shall:

- 3.1.1 Provide solid waste containers of the highest quality materials and workmanship available in the commercial industry and shall maintain these containers in good working order at all times. The containers shall be constructed and maintained to prevent rain from entering into the container

and the loss of liquids and solid waste. To prevent storm water pollution violations, liquids shall not leak from containers. Contractor shall pay the City any costs associated with storm water pollution violations that result from leaky containers.

- 3.1.2 *The containers shall have a closeable lid to prevent the infiltration of insects, snakes, rodents and other such creatures. The container lids shall be maintained in good working order at all times and shall comply with the City of Houston Fire Code. The containers shall be cleaned and disinfected on a regularly scheduled basis or as otherwise required by the Department Directors and/or designee to preclude disease, odors and insect breeding.*
- 3.1.3 All containers shall be painted prior to installation at the City's collection sites and repainted at regularly scheduled intervals thereafter or at any time during the term of this Agreement to maintain the appearance and standards acceptable to the City.
- 3.1.4 All containers shall be clearly marked with the Contractor's name and telephone number affixed in a prominent, visible position on the container.
- 3.1.5 Provide "No Parking" signs at or near the containers.
- 3.1.6 Provide appropriately colored containers for the other Departments participating in this Contract.
- 3.1.7 COMPACTORS

The compactor units shall be constructed of high-quality steel channel, tubing, plate and sheet, in accordance with the latest, published, applicable A.N.S.I. Standards. Each unit will be equipped with rubber door seals and dual ratchets. The doors and rubber gaskets shall be constructed and maintained so as to prevent leakage of liquids from the unit. Additionally, the Contractor shall ensure that compactor units meet the following requirements:

- a. The controls shall be designed to completely and safely compact all solid wastes placed in it.
- b. The units shall be fitted with all the latest safety devices to ensure safe operations.
- c. The units shall be marked with bilingual safety decals (English and Spanish) in accordance with the latest, published, applicable A.N.S.I. Standards.
- d. The Contractor shall be responsible for training City employees in the proper and safe operating procedures before the units are operated by City personnel.
- e. The Contractor shall maintain the units in good operating order at all times.
- f. The receiver container component of the compactor units shall be transported and emptied by the Contractor in accordance with the frequency schedule detailed in Exhibit "BB".
- g. Contractor shall ensure that the dual ratchets are closed and

- tightened when reinstalling the units at the collection sites.
- h. A compactor monitoring system gauge must be included with each compactor, at no cost to the City. Contractor shall ensure that the monitoring gauges are working properly throughout the term of this Contract.

3.1.8 The Contractor shall inspect all the designated collection sites and determine the exact scope of services to facilitate installation of solid waste containers and compactor units.

3.1.9 Installation of containers and compactor units shall be accomplished by the Contractor within sixty (60) days from receipt of the Notice to Proceed. Training of City personnel shall also be accomplished by the Contractor within the aforementioned 60-day period.

3.1.10 It is agreed and understood by the Contractor that a Director and/or designee may change collection sites by notifying the Contractor in writing. However, if, by making such changes, the City increases the number of the collection sites, the number/capacities of the containers, or number of compactor units and/or the frequency of services to be provided in Exhibit BB, then such changes will be made pursuant to the addition/delete provisions of the Contract.

4.0 **DISPOSAL**

4.1 The Contractor shall transport and dispose of all solid waste collected, pursuant to this Contract, safely and in the manner prescribed by law, that each disposal site has been approved by all governing authorities with jurisdiction over the disposal of solid wastes, that it shall not dispose of solid wastes at any disposal site which has had its permit revoked, and that the vehicles used to transport the solid waste meets or exceeds the operating standards established by all regulatory authorities with jurisdiction over the transporting of solid waste.

4.2 The Contractor shall comply with all standards established by the City's Health & Human Services Department regarding the waste containers and compactor units and maintenance of the areas immediately adjacent to them.

4.3 The Contractor shall provide a list of disposal sites it will use during the term of the Agreement to the Contract Administrator. This list must be approved by the Contract Administrator prior to their use in disposing of City-generated waste products. The complete geographic location and its associated permit number will be included in each request.

4.4 Emptying containers and compactor units or performing any other services called for in this Agreement shall be performed during the City of Houston Department's approved hours for service (**HFD locations require services be performed after 8:00 A.M.**). An appointment with City personnel will be required for after hours, unmanned facilities, enclosed or secure areas. On call services may include Saturday and Sunday if requested. The Contractor shall develop an approved service time with each Department, along with the City employee(s) designated to sign and approve delivery tickets upon delivery. The Contractor shall submit the approved list of service times and names of City delivery ticket approving officials

within 14 calendar days after receipt of the Notice to Proceed.

- 4.5. Failure to provide services on the scheduled day and time by Contractor will result in reducing the monthly invoice by the unit price of the pickup location.
- 4.6. The frequency of collection is as depicted in Exhibit "BB" and may be increased/decreased if agreed to by the Department Director and/or designee and the fees adjusted accordingly.
- 4.7. The Contractor shall empty containers and compactor units and dispose of solid waste from the City's collection sites listed in Exhibit "BB".
- 4.8. The Contractor shall remove waste or clean areas, pavements, driveways or street areas that become contaminated from spillage from waste or liquids deposited by the Contractor's truck while on site. Damage to City of Houston Property caused by the Contractor shall be repaired or replaced within two weeks, or the City of Houston shall invoice the Contractor for the cost of repairs.
- 4.9. The Contractor shall continually monitor and inspect each delivery of the City's solid waste to the disposal site to ensure that hazardous wastes are not commingled with the solid waste, which cannot be lawfully accepted by the disposal site.
- 4.10. The Contractor shall record every delivery to a disposal site of all solid waste collected from any of the City's collection sites and retain such records for a period of four (4) years after the date the waste was delivered to the disposal site. The records shall include, but are not limited to, the identity of the specific collection site from which the solid waste was collected, the disposal site, the location of the disposal site and the date the solid waste was delivered. The Contractor shall make these records available to the Contract Administrator, the Department Director, or designee.
- 4.11. Collections days shall have a minimum of one workday (Monday through Friday) between services (i.e., frequency two times per week, pickup Monday and Wednesday.)

5.0 WASTE STREAM MANAGEMENT

- 5.1. The Contractor shall complete a Waste Stream Management Audit and submit a report documenting the findings of the audit to the Department Directors and/or designee within the first ninety (90) days of this Contract. The report shall contain, at a minimum:
 - 5.1.7 The actual volume of solid waste collected from each container or compactor unit.
 - 5.1.8 Suggested changes in container or compactor unit sizes, frequency of collection, number and types of containers, etc. based upon the historical needs for solid waste collection and disposal services.
 - 5.1.9 An analysis to identify those City facilities or Departments that may benefit

from recycling, roll-off container service or front-end corrugated cardboard recycling.

5.1.10 Additional audits may be requested after the initial audit is received and evaluated. Additional audits will not be requested more often than once a year.

5.1.11 The audits shall be used in assessing the services needed for each Department and collection site identified. The goal is to provide sufficient capacity and collection frequency to assure waste containment at each collection site is at least 95% of the time. Service may be increased or decreased as a result of the audit. An increase in service over the levels established for Basic Services shall be a "Special Service" and processed accordingly. A decrease in service from the levels established for Basic Services shall reduce the cost of the Basic Services by the cost of the services no longer required or provided and by decreases in the cost of equipment and supplies.

5.1.12 In the event that Basic Services are decreased and the resulting service level for a container or compactor unit is unsatisfactory, in the opinion of a director and/or designee, the service level will be returned to its original Basic Service level and the costs adjusted accordingly. An unsatisfactory level of service shall mean that the quantity of nonhazardous solid waste generated and collected at the collection site exceeds the reduced capacity for three (3) consecutive pick-ups or excessive odors or unsanitary conditions prevail, in the opinion of the participating Department Director/designee.

SPECIAL SERVICES

6.0 GENERAL

6.1 Increasing the number of collection sites, containers, compactor units, the capacity of the containers specified or increasing the frequency of collection beyond that level of service detailed in Exhibit "BB" shall be designated as a "Special Service" under the terms of this Contract. Costs and approval for such "Special Services" must be in accordance with Section 9.0, "Additions and Deletions."

7.0 SEASONAL SERVICE CHANGES

7.1 Certain collection sites designated in Exhibit "BB" with an asterisk (*) are subject to seasonal service changes or adjustments. If the seasonal service changes are not included in Basic Services, they will be considered to be "Special Services" under the terms of this Contract. Seasonal is defined as May 15 through September 30. Contractor shall remove trash containers from seasonal locations when notified in writing by the City via a Notice of Deletion letter.

8.0 SILENCE OF THESE SPECIFICATIONS

- 8.1 The specifications set forth herein cover the minimum requirements for non-hazardous solid waste collection, transportation and disposal services. The descriptions contained in these specifications shall be considered as instructive to the Contractor as to the type and quality of containers and compactor units desired. The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall prevail. All interpretation of these specifications shall be made based upon this statement.

9.0 ADDITIONS AND DELETIONS

- 9.1 The City, by written notice from the Chief Procurement Officer or the Director to the Contractor, at any time during the term of this Contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the Agreement specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges there for will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

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

11.0 WARRANTIES

- 11.4 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 as more fully described in this Exhibit "B."
- 11.5 With respect to any parts and goods it furnishes, Contractor warrants:
- 11.2.1 that all items are free of defects in title, design, material, and workmanship,

- 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,
- 11.2.3 that each replacement item is new, or like new (Contractor will make reasonable efforts, whenever commercially and financially reasonable, to make replacements with new parts and goods), in accordance with original equipment manufacturer's specifications, of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and will not cause any manufacturer's warranties to lapse or become invalid, and
- 11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.
- 11.6 Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.
- 11.3.5 Contractor warrants that all services it performs under this Agreement will, at the time of Acceptance, be free from defects in workmanship for a period of one year and conform to the requirements of this Agreement.
- 11.3.6 The Director will give written notice of any defect or nonconformance to Contractor within one year from the date of Acceptance by the City. In the written notice, the Director will either require (1) Contractor to Correct the services to conform to the Agreement or (2) state that the City does not require Correction of services identified in the written notice.
- 11.3.7 In the event the Director requires Contractor to Correct services already provided to City, then, Contractor shall do so at no cost to City and such services are subject to this Section to the same extent as was the work initially performed by Contractor under this Agreement. If Contractor fails to or refuses to Correct services as requested by the Director, then, the Director may have a third-party vendor correct or replace services initially performed by Contractor at Contractor's cost or make equitable adjustments to the contract price.
- 11.3.8 The Director has the option either to require Contractor to Correct services as set out above, or to make an equitable adjustment to the contract price for the services initially performed by Contractor and later found to be incorrect or not acceptable by the Director under this Agreement.

12.0 CRIMINAL BACKGROUND CHECK

- 12.1 At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Upon request by the Director and/or designee, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement and at any other time as reasonably deemed

necessary by the Director and/or designee throughout the term of the Agreement. Failure to strictly comply with this requirement is grounds for immediate termination of the Contract.

- 12.2 The Contractor shall be responsible for all costs associated with the background checks. Additionally, all of Contractor's employees and subcontractor employees must:
- 12.2.1 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
 - 12.2.2 Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;
 - 12.2.3 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
 - 12.2.4 Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
 - 12.2.5 Not be required to register in this or any other state as a sex offender;
 - 12.2.6 Have no outstanding warrants;
 - 12.2.7 Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
 - 12.2.8 Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;
 - 12.2.9 Not have been discharged from the armed services of the United States under other than honorable conditions;
 - 12.2.10 Be skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. All personnel must be skilled in establishing and maintaining effective working relationships with City employees and the general public.
 - 12.2.11 The City reserves the right to conduct additional background checks as deemed advisable.

13.0 CONTRACT COMPLIANCE

- 13.1 The City reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable levels of service are provided.

- 13.3 Monitoring may take the form of, but not limited to:
- 13.2.1 Site visits
 - 13.2.2 Review of deliveries received and pickup of containers for accuracy and timeliness
 - 13.2.3 Review of certifications and/or licenses
 - 13.2.5 Review of contractor's invoices for accuracy
- 13.3 The responsibility for monitoring rests with the Contract Compliance Section of participating departments of the Office of the various Directors and/or designee.

14.0 MODIFICATION TO RATES

- 14.1 Fuel Adjustments: Every calendar quarter, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$4.35 per gallon (with a 1% surcharge beginning at \$4.35 per gallon and a 2% surcharge at \$4.50 per gallon, etc.). In no event shall there be any fuel adjustment for any decrease in the price of diesel fuel below \$3.90 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location:
<https://www.eia.gov/petroleum/gasdiesel/>.

The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter, if such a Monday is a Federal Holiday).

15.0 POST AWARD MEETING:

- 15.1 Once the contract has been approved by City Council, the City reserves the right to schedule a post-award meeting with the successful Contractor and the various Service Lines. This meeting will include Procurement, Contract Management of the various Departments, Accounts Payable, and all other matters related to contract administration.

16.0 INTERLOCAL AGREEMENTS:

- 16.1 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.

17.0 **INVOICING**

17.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted to the requesting department.

The City reserves the right to review all payments made to a contractor by auditing at a later date. Subject to such audit, any overpayment may be recovered from the contractor. The City of Houston requires timely and accurate accounting and billing information. All charges must be documented.

17.2 **Each invoice shall detail the following information:**

- 17.2.1 City Contract number, Ordinance number
- 17.2.2 Facility address and name of person requesting service
- 17.2.3 Service date
- 17.2.4 Unit number
- 17.2.5 Total invoice amount

17.3 **Invoices Address for the following Department:**

COH - Houston Public Works (HPW)

Accounts Payable Services Contracts
PO Box 3685

Houston, TX 77251-3685

financcountspayable@houstontx.gov (preferred method)

COH – General Services Department (GSD)

Accounts Payable Services Contracts

GSDpayables@houstontx.gov (preferred method)

COH - Parks and Recreation Department (HPARD)

Accounts Payable – Rosetta Brown

2999 S. Wayside

Houston, TX 77023

rosetta.brown@houstontx.gov (preferred method)

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

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

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

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT "D"

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

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

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

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing _____.
(Project)

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

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

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

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

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

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

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

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

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

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

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

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

(Date)

(Typed or Printed Name)

(Signature)

(Title)