



# CITY OF HOUSTON STRATEGIC PURCHASING DIVISION

Issue Date: July 31, 2009

**FORMAL INVITATION FOR BEST VALUE BID**  
**ELEVATOR, ESCALATOR, WHEELCHAIR LIFTS**  
**AND**  
**MOVING SIDEWALK SYSTEMS MAINTENANCE SERVICES**  
**FOR THE**  
**HOUSTON AIRPORT SYSTEM**  
**BID NO: S33- T23263**  
**NIGP CODE: 946-36**

The City of Houston, Administration & Regulatory Affairs Department (ARA) invites prospective contractors to submit a sealed "BEST VALUE" bid for Elevator, Escalator, Wheel Chair Lifts and Moving Sidewalks Systems Maintenance Services for the City of Houston.

**Sealed bids, in duplicate, must be received at the City of Houston, City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 no later than Thursday, September 3, 2009 at 10:30 A.M. No bids will be accepted after the stated deadline.** All bids will be opened and publicly read in the City Council Chambers, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the goods and services listed herein.

### **ELECTRONIC BIDDING**

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page. A complete version of this ITB can be downloaded from the City's website at <http://purchasing.houstontx.gov/>, or the ITB document may be obtained from ARA, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

**A Pre-Bid Conference will be held on Wednesday, August 19, 2009 at 1:30 P.M.** at Bush Intercontinental Airport, Technical Services Conference Room No. 113B, 18600 Lee Road, Humble,, Texas 77338, (Bush International Airport) Houston, Texas.

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

### **Site Visit**

Although the site visit is not mandatory, the Bidder is responsible for obtaining the information discussed at the site visit.

Site visits at Bush International Airport and Hobby Airport will be held Thursday, August 20, 2009. Site visit for Bush International will start at 18600 Lee Road at 9:00 A.M. and the Hobby site visit will begin at 1:30 P.M. in the main lobby. Transportation for Bush International will be provided by HAS. Transportation will be the responsibility of each individual for Hobby Airport.

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

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it. City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

Inquiries concerning this ITB should be submitted to Strategic Purchasing, Service Contract Section, City Hall, 901 Bagby, Suite B513, Houston, Texas 77002, Attn: Conley Jackson, phone: (832) 393-8733, fax: (832) 393-8759, [conley.jackson@cityofhouston.net](mailto:conley.jackson@cityofhouston.net) no later than **2:00 P.M., Wednesday, August 25, 2009.**

\*

### **CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS  
SECTION D: EVALUATION MATRIX

**\*NOTE 1: 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



### ELEVATOR, ESCALATOR, WHEELCHAIR LIFTS

### AND MOVING SIDEWALK SYSTEMS MAINTENANCE SERVICES

### FOR THE

### HOUSTON AIRPORT SYSTEM

**BID INVITATION NO. S33- T23263**

**NIGP CODE: 946-36**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Elevator, Escalator, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Services for a five (5) year term for the Houston Airport System**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> 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 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

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

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

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

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide wood waste removal services for the City in accordance with attached Specifications.

**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:**

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Bidders Qualifications & Experience
Pay or Play Program Acknowledgement Form
Performance Bond

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:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Certification of Agreement to Comply with the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

**PERFORMANCE BOND**

The successful Contractor shall furnish and maintain a Performance Bond in the amount of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** conditioned on Contractor's full and timely performance of the Agreement. The bond will be renewed annually on the anniversary date of the contract award each Agreement Year. The Agreement Term shall be five years.

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

CITY OF HOUSTON

ELEVATOR, ESCALATOR, WHEELCHAIR LIFTS AND MOVING SIDEWALK SYSTEMS  
MAINTENANCE SERVICES FOR THE HOUSTON AIRPORT SYSTEM

**LIST OF PREVIOUS CUSTOMERS**

In order to receive bid award consideration, the bidder must be able to demonstrate that it is currently providing or has had at least one contract, as a prime contractor, for Elevator, Escalator, Wheelchair Lifts and Moving Sidewalk Systems Maintenance services that are similar in size and scope to those in this ITB. **Bidder must have references documenting that it has performed Elevator, Escalator, Wheelchair Lifts of comparable size and complexity especially of large airports (for example: ATL, ORD, LAX, DFW, DEN, JFK, LAS, PHX, EWR). Very large office buildings and convention centers with 24/7/365 operations.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility. Bidder must have references documenting that it has performed Elevator, Escalator, Wheelchair Lifts and Moving Sidewalks Systems Maintenance services at locations similar in size to the facilities named in this ITB.**

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Services Provided: \_\_\_\_\_

E-mail Address \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Services Provided \_\_\_\_\_

E-mail Address \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_

Services Provided: \_\_\_\_\_

E-mail Address \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
E-mail Address \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
E-mail Address \_\_\_\_\_

## 1.0 ELIGIBILITY FOR AWARD

- 1.1 In order to be evaluated as a potential successful respondent to this Invitation to Bid, bidders must submit specific documentation with their bids substantiating that they meet the following standards.
- 1.2 Bidders as a minimum must:
  - 1.2.1 Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - 1.2.2 Have adequate financial resources, or the ability to obtain such resources as required during the performance of the Agreement;
  - 1.2.3 Have a satisfactory record of past performance;
  - 1.2.4 Have necessary personnel and management capability to perform the services required by the Agreement;
  - 1.2.5 Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the Agreement requirements; and
  - 1.2.6 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - 1.2.7 Be able to secure all necessary parts, circuit boards and equipment to repair and maintain equipment.
- 1.3 Bids shall be considered only from bidders who have been in business for at least ten (10) consecutive years and who can show evidence of satisfactory past performance for like services. As demonstration of satisfactory past performance for these services, bidders shall provide a list of five (5) current customers, with contact names and telephone numbers, and list the types of elevators, escalators moving sidewalks, and wheel chair lifts serviced for each customer.
- 1.4 The City shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable to performing such services.
- 1.5 Bidder should include a description of any accidents or personal injury litigation associated with any other contracts its company has had in the past ten (10) years.
- 1.6 Bidder should list references for any contracts that have been terminated in the past ten (10) years.
- 1.7 Bidder should submit a listing of any OSHA-related issues, reviews, or reports concerning its company in the past ten (10) years.
- 1.8 Bidder should submit a copy of its current registration with the Texas Commission of Licensing and Regulation.
- 1.9 Bidder must agree to the City's standard contract terms, as shown in SECTION B. **Any exceptions or objections to the equipment and/or services requested in this Invitation to Bid must be recorded and included within the cover letter of your bid response. Although the final agreement may differ slightly from the Draft Agreement, the City's standard terms and conditions are generally non-negotiable.**

## **2.0 SITE INSPECTION AND STAFFING**

- 2.1 The City reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this Agreement. For example, the bidder should have an adequate inventory of elevator and escalator parts.
- 2.2 The Contractor shall provide an appropriate number of supervised, trained, and skilled employees to perform the work required under the Agreement.
- 2.3 Employees to perform the work shall be Card-Certified Elevator/Escalator Technicians. "Card-Certified" means either an IUEC union card certification OR a CET non-union card certification. At the beginning of this Agreement, the successful bidder ("Contractor") shall provide evidence of each technician's certification to the Director. Thereafter, at least annually, Contractor shall provide updates of such certificates to the Director. Each of the technicians must have at least five (5) years' experience in the preventive/repair maintenance of elevators, escalators, moving sidewalk systems and wheelchair lifts.
- 2.4 Additionally, Contractor shall provide a technician's helper and laborer, who shall have at least five (5) years' experience in the preventive/repair of maintenance elevators, escalators, moving sidewalk systems, and wheelchair lifts.
- 2.5 Contractor shall provide a dedicated and qualified Project Manager (PM) who shall serve as the main point of contact with Houston Airport System (HAS). The Project Manager shall not be a working technician/mechanic. Should the Director determine that the Contractor is not meeting the requirements of the Agreement with its on-site crew, the Director shall request Contractor to increase its on-site crew in order to meet its obligations under the Agreement, at no cost to the City of Houston.
- 2.6 The bidder's office facility shall meet all Federal, State, and Building Codes, regulations of the Fire Department, City of Houston and/or local regulations, ordinances, codes, and standards that govern such facilities and the equipment therein.

## **3.0 QUALITY AND WORKMANSHIP**

- 3.1 The bidder must have at least ten (10) years' experience providing services of similar scope and size to those required by this ITB and must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein on similar types and numbers of elevators, escalators, moving sidewalk systems, and wheelchair lifts. The bidder will provide records of warranty and repair services upon request by City. The City shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

**PROPOSED STAFFING**

Please complete the following application. Include information for professional staff, Project Manager, technicians, technician’s helper, and laborer to be assigned to the Agreement, if awarded. Attach additional sheets if needed.

<b>1. Company</b>	
Company Name:	
Primary Company Contact Name:	
Address:	
Phone:	Fax:
E-mail address:	

<b>2. Executive Staff and Technician</b>	<b>(Note: Attach resumes and copies of licenses or certificates for professional staff)</b>
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	

Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	

Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	

**SECTION B  
SCOPE OF WORK**

**Elevator, Escalator, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Services  
For The Houston Airport System**

**1.0 BACKGROUND**

- 1.1 This Agreement is for ELEVATOR, ESCALATORS, WHEELCHAIR LIFTS AND MOVING SIDEWALK SYSTEMS MAINTENANCE SERVICES for the Houston Airport System (hereinafter referred to as "HAS"). These services serve a vital role in the efficient operation of the Houston Airport System.
- 1.2 The Houston Airport System (HAS) operates the City of Houston's three (3) Airports:
- George Bush Intercontinental Airport/Houston (IAH)
  - William P. Hobby Airport (HOU)
  - Ellington Airport (EFD)
- 1.3 The Contract Agreement for Elevator, Escalators, Wheelchair Lifts and Moving Sidewalk Systems Maintenance Services will be for five-year term. Services include on-site staff to perform Work at IAH and HOU during shifts as directed by HAS.
- 1.4 Management of the Airports includes coordination with FAA, air carriers, and other Federal and State agencies to maintain the highest standards of service and safety to Airport patrons.

**2.0 PERFORMANCE WORK STATEMENT**

2.1 GENERAL

- 2.1.1 The Contractor shall provide Elevator, Escalator and Moving Sidewalk Systems Maintenance Services for the Houston Airport System (HAS).
- 2.1.2 The Contractor shall provide all labor, management, supervision, labor, parts, equipment, materials, tools, instruments, supplies, expendable items, incidentals, transportation, and training necessary to provide elevator, escalator, wheelchair lift and moving sidewalk systems maintenance services.
- 2.1.3 All services shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the said services. These standards will be achieved by continuous improvement through open communications with HAS, regular management reviews and industry guidelines.
- 2.1.4 The Contractor shall respond immediately (15 minutes or less at IAH and HOU) to a request from the Director or designee for emergency services and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with the elevator, escalator and/or moving sidewalk systems. The Contractor shall give first priority to HAS request for emergency service.
- 2.1.5 The Contractor shall provide designated on-site staff to perform services at IAH and HOU during shifts as directed by HAS.

2.1.6 The work provided by the Contractor under this Agreement shall include basic services and other work services.

### **3.0 APPLICABLE SPECIFICATIONS**

3.1 Codes and Regulations, latest revisions of the following:

3.1.1 ASME A17.1 – 2007/CSA B44-07 Includes requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters with Automatic Transfer Devices.

3.1.2 ASME A17.1-2000 “Safety Code for Elevators and Escalators” and ASME A17.1a-2002 and A17.1b-2003 addenda.

3.1.3 ASME A17.2-2001 The Guide for Inspection of Elevators, Escalators, and Moving Sidewalks.

3.1.4 ASME 17.3-2002 “Safety Code for Existing Elevators and Escalators.

3.1.5 ASME A18.1 – The ASME 18.1-1999 “Safety Standards for Platform Lifts and Stairway Chairlifts” and the A18.1-2001 addenda.

3.1.6 Code of Federal Regulations 28 CFR Part 36, Appendix A “Standards for Accessible Design,” Paragraph 4.10 Elevators, Paragraph 4.11 Platform Lifts (wheelchair lifts).

3.1.7 National Electric Code.

3.1.8 City of Houston Building Code.

3.2 The Contractor shall comply with all requirements of the Texas Department of Licensing and Regulations (TDLR).

3.3 The Contractor shall maintain the equipment to deliver optimum levels of passenger safety, capacity, acceleration/deceleration travel speed, ride quality, quiet operation, and visual appearance that the equipment was designed to provide.

### **4.0 BASIC SERVICES**

4.1 At the beginning of the Agreement, the Contractor shall provide on-site staffing as follows:

4.1.1 At IAH, the Contractor shall provide on-site staffing to perform service 24 hours-per-day, 7 days per week, and 365 days per.

4.1.2 At HOU, the Contractor shall provide on-site staffing to provide service from 5:00 a.m. to 12:00 a.m., with on-call services, 7 days per week, and 365 days per year.

4.2 Should HAS elect to reduce on-site staffing during the term of the Agreement, fees for Basic Services will be reduced in proportion to the number of on-site staffing hours required.

4.3 HAS currently operates the following:

Location	Description	Qty
IAH	Elevator	8
IAH	Escalator	54
IAH	Moving Sidewalks	13
IAH	Wheelchair Lifts	2
HOU	Elevators	13
HOU	Escalators	4
HOU	Moving Sidewalks	2

4.4 ***HAS anticipates that during the term of the agreement, the following may be added.***

- 8 Elevators
- 5 Machine Room-Less Elevator
- 8 Escalators
- 3 Moving Sidewalks

4.5 The equipment operates in a normal airport environment, which encompasses heavy and fast-paced pedestrian traffic; 24 hour operations; peak load periods; and rapid movement of heavy luggage/baggage carts and other items wheeled by pedestrian traffic.

4.6 The Contractor services shall include, but are not limited to, all management, supervision, labor, parts/materials/consumables, equipment, diagnostics, lubricants, tools, instruments, reports, transportation, insurance, sub-contracts, bonds, incidentals, and other related services. In addition, other associated electrical, mechanical, pneumatic, hydraulic services for equipment and appurtenances as required to maintain safety, maximum operational efficiency, and to ensure elevators, escalators, moving sidewalk systems, and wheelchair lifts are maintained in First Class Condition.

4.7 Some units may be on standby status, meaning the units are not used daily by customers; therefore units have reduced operations. On standby mode the Contractor receives less trouble calls and replacement parts are minimal. The Contractor will be required to operate the units occasionally to ensure operation and shall be required to perform preventive maintenance in accordance with approved OEM procedures. Contractor shall price units in two phases, on standby mode and full operation mode.

4.8 The Contractor shall provide complete Preventive Maintenance (PM) and Remedial Maintenance (RM) in accordance with approved OEM maintenance procedures, codes, and acceptable maintenance practices.

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

4.10 All parts and components used to maintain the equipment shall conform to Operations and Maintenance Manuals of the Agreement.

4.11 Repair parts and components shall conform to OEM specifications.

4.12 Basic Services, include preventive and remedial equipment maintenance, and the performance of certain administrative tasks including preparation of reports, attending meetings, and completing certain housekeeping duties.

- 4.13 The equipment covered under Basic Services includes all elevator, escalator, moving sidewalk, and wheelchair lift-related components, equipment, and trim, including, but not limited to, mechanical, electrical, hydraulic, pneumatic, and electronic components, appurtenances, and systems as described herein and in related manuals, drawings, documents and bulletins.
- 4.14 Basic Services shall include the replacement of failed or defective equipment and components with the exception of failures resulting from force Majeure and those items covered by other work/services.
- 4.15 The Contractor will not be responsible for maintaining or repairing the following items as part of Basic Services unless malfunction is directly related to lack of maintenance or other action/inaction of the Contractor:
  - 4.15.1 Maintaining alignment of elevator guide rails.
  - 4.15.2 Repairing underground piping or hydraulic elevator underground jack outer casing damaged by electrolysis.
  - 4.15.3 Maintaining smoke and fire sensors or maintaining apparatus installed by others not directly related to elevator operation.
  - 4.15.4 Vandalism or Force Majeure of interior elevator car or hoist-way door panels.
  - 4.15.5 Force Majeure or bending of Elevator door sills or flooring.
- 4.16 The Contractor may be requested to maintain or repair any of the above items by means of an approved other service request.
- 4.17 The Contractor shall maintain all related electrical, electronic and mechanical systems including motor controls, secondary breakers serving the motor controls, and up to but excluding main disconnects in primary switchboards. In addition, the Contractor shall maintain all motion control and diagnostic system components including software.
- 4.18 The Contractor shall maintain emergency communications equipment in the elevators, including but not limited to, telephone instruments and telephone lines.
- 4.19 The Contractor shall maintain emergency systems, including emergency lighting backup equipment.
- 4.20 Basic Services shall include a Warranty Administration Program for parts and equipment. Contractor will receive the benefit of the warranty when repair is subject to reimbursement from OEM.
- 4.21 Contractor's response time shall be 15 minutes or less at IAH and HOU to any emergency situation, defect or malfunction that impacts the general public, renders the system incapable of performing at its acceptable normal operating level, or to circumstances that affect passenger safety (including entrapment)s.
- 4.22 The Contractor's response time to non-emergency situations shall be 30 minutes at IAH and HOU.
- 4.23 The Contractor's after regular hour response time (between 12:00 midnight and 5:00 a.m.) shall be 50 minutes at HOU.

- 4.24 The Contractor acknowledges that new equipment or system components shall be installed to meet the changing needs of the City. New equipment or components installed as an integral part of existing systems without increasing overall systems requirements and which meet existing capacities, become the property of the City upon installation and acceptance. Accordingly, the Contractor shall be responsible for providing all maintenance services to equipment or system components that become an integral part of the existing systems.
- 4.25 No equipment shall be removed from service for maintenance or repair without prior approval from HAS. When any equipment is out of service, "OUT OF SERVICE" signs shall be placed at all floors or landings served by the elevator, or at both ends of the escalator. The Contractor shall supply and place all necessary OSHA approved barricades, signs and safety devices to protect the public from or entering work area.
- 4.26 The Contractor shall not make any modifications to existing equipment or components without the Director's authorization.
- 4.27 Contractor shall be responsible for modifications of equipment due to obsolete parts or manufacturers recommendations. Modifications are subject to HAS approval.
- 4.28 The Contractor shall be responsible for all regulatory signage as well as identification or designator informational signage of units. Signage is subject to HAS approval.
- 4.29 The Contractor shall be responsible for all associated elevator pit equipment which includes sump pumps and related support equipment such as Ground Fault Interrupts (GFI) related electrical equipment, electrical switches, hoses, valves, pipes and hoist way lighting. Contractor shall clean up, remove, and dispose of all related waste.
- 4.30 The Contractor shall be responsible for painting all machine rooms, equipment, and pits as needed.

**5.0 PREVENTIVE MAINTENANCE (PM)**

- 5.1 As a part of Basic Services, the Contractor shall perform PM on elevator, escalator, wheelchair lift and moving sidewalk equipment to prevent the occurrence of system failures. PM includes inspections and tests; scheduled service routines; replacement of parts that are worn, damaged, or destroyed due to normal wear and tear or from lack of maintenance; and cleaning and adjusting system components as necessary to maintain maximum operational efficiency.
  - 5.1.1 PM shall be scheduled and performed between the hours of 12:00 midnight and 6:00 a.m. at IAH.
  - 5.1.2 PM shall be coordinated and scheduled with Facilities Administration at HOU.
  - 5.1.3 The Contractor shall keep all parts and components inside all elevators, escalators, and moving sidewalk systems machinery clean and shall maintain work and equipment areas in a clean, neat and organized manner.
  - 5.1.4 The Contractor shall provide RM and PM immediately after its Phase-In, on the date specified in the Notice to Proceed. Proposed procedures must be submitted to the Director or designee for approval within 30 days after the contract effective date. Within 30 days of receipt of the Notice to Proceed, the Contractor shall:
    - 5.1.3.1 Analyze existing PM program.
    - 5.1.3.2 Review OEM requirements.

- 5.1.3.3 Evaluate status of PM work over the previous year.
- 5.1.3.4 Develop and submit routine PM schedules in accordance with OEM recommendations, pertinent installation documentation, existing operation and Maintenance Manuals, State of Texas, and applicable ASTM and OSHA requirements.
- 5.2 PM schedules must be in accordance with OEM instructions contained in applicable manufacturers' manuals for individual items of equipment, including the latest OEM technical/user manuals, service bulletins, service advisories, product/service information updates, and all other such OEM published information pertaining to the maintenance and operation of elevators, escalators, moving sidewalk systems, and wheelchair lifts.
- 5.3 The Contractor shall deliver written weekly schedules of planned PMs to HAS one week in advance of schedule.
- 5.4 The PM schedules shall include a checklist with the following information:
  - 5.4.1 Name of building.
  - 5.4.2 Elevator/Escalator/Moving Sidewalk/Wheelchair Lift type.
  - 5.4.3 Elevator/Escalator/Moving Sidewalk/Wheelchair Lift Number.
  - 5.4.4 Serial number.
  - 5.4.5 Maintenance items and frequency.
  - 5.4.6 Date service performed.
  - 5.4.7 Initials of qualified mechanic.
  - 5.4.8 Certification by vendor that maintenance was performed.

**6.0 REMEDIAL (UNSCHEDULED) MAINTENANCE (RM)**

- 6.1 As a part of Basic Services, the Contractor shall perform RM on elevator, escalator, and moving sidewalk equipment to repair or replace equipment when the equipment fails, malfunctions, or performs at a substandard level. The Contractor shall respond immediately to any defect or malfunction which impacts the public, renders the system incapable of performing at its normal, acceptable operating level, or to circumstances which impact passenger safety. In such cases, the Contractor shall work continuously without regard for usual business hours, until the malfunctions are corrected.
- 6.2 The Contractor shall notify the Director immediately of all critical equipment malfunctions, action to be taken and the expected downtime. The Contractor shall notify the Director again when repairs are completed and the system returned to operational status.
- 6.3 The Contractor shall replace any equipment, component, and appurtenance that fails and cannot be repaired as required for the resumption of normal first-class service except as noted in Section 4.14. In the instance of Force Majeure (as defined in the Agreement), or vandalism, the replacement service will be provided at a cost not to exceed the rate proposed in the Other Work/Services category.
- 6.4 The Contractor shall provide "after hours" (12:00 midnight to 5:00 a.m.) service at HOU to respond to requests for emergency service. Airport Operations or Facilities Administration at HOU will gather as much information as possible concerning the emergency and contact the Contractor's after hour's service number. The Contractor shall respond to an emergency service request within fifteen (15) minutes. The Contractor shall begin remedial maintenance within sixty (60) minutes after notification. In case of Force Majeure, the Contractor shall use best efforts to respond and begin maintenance as soon as practical under the circumstances.

- 6.5 The Contractor shall ensure its telephone numbers are monitored and answered at all times, especially when not on-site at HOU. Failure to answer a call will not relieve the Contractor of responsibility.

## **7.0 MAINTENANCE INSPECTIONS AND TEST**

- 7.1 Inspections and tests that are not required by code or regulations are considered to be maintenance inspection and tests, and shall be provided as part of Basic Services
- 7.2 Any inspection or test that makes a unit inoperable between 6:00 a.m. through 12:00 a.m. will require the approval of HAS.
- 7.3 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report for HAS.
- 7.4 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by HAS.
- 7.5 HAS will determine responsibility for any deficiencies identified through an inspection or test.
- 7.6 Inspections, tests, and operating permits that are required by code or regulation will be performed as Other Work/Service as described within the Agreement (Section 14.0).

## **8.0 ANNUAL SHUTDOWN**

- 8.1 During the period between the first week of January and June 30 of each year, the Contractor shall schedule an annual shutdown of each elevator, escalator, wheelchair lift and moving sidewalks. THIS TIME LINE INCREASE AS UNITS ARE ADDED TO THE FLEET. Units will be shutdown, one at a time, for preventative maintenance, repair or replacement of equipment that cannot be serviced while the system is in operation. The Contractor shall provide all parts, labor, and planning necessary to ensure efficient completion of the annual shutdown process. For annual shutdowns, the Contractor shall plan staffing appropriate to perform routine PM and RM along with the shutdown service routines. Once a unit is taken out of service for the annual shutdown, the Contractor shall work around-the-clock until work is completed.
- 8.2 The Contractor shall perform annual shutdown between Sundays at 2400 hours through Friday at 2400 hours.
- 8.3 At least eight (8) weeks before shutdown, the Contractor shall prepare and present an activity plan to HAS, detailing the following:
- 8.3.1 A procedures guideline listing routines included in the annual shutdown.
  - 8.3.2 Work orders for each work item to be accomplished.
  - 8.3.3 Planning sheets showing individual task, tools, manpower, and materials required to complete a work item.
  - 8.3.4 A maintenance priority list.
  - 8.3.5 A shutdown materials list and manpower schedule.
  - 8.3.6 A job plan with a related critical path network.
  - 8.3.7 Shutdown, work and startup schedules.

- 8.4 At least four (4) weeks prior to shutdown, the Contractor shall deliver the shutdown, work, and startup schedules to HAS for approval. A meeting will be scheduled to address work assignments. The Contractor must accomplish any preliminary work prior to shutdown in order to expedite the shutdown schedule 48-hours in advance and HAS must approve such deviation.
- 8.5 The Contractor shall upon completion of the annual shutdown, work, and startup schedule a meeting with HAS to discuss the details and/or results.
- 8.6 The Contractor shall prepare a formal "Annual Shutdown Report" and present it to HAS within 30 days after the shutdown work has been completed. In the report, the Contractor shall summarize preplanning, execution, startup, debriefing activities, resulting recommendations, and follow-up assignments.

## **9.0 OPERATIONS AND MAINTENANCE MANUALS**

- 9.1 HAS will provide the Contractor with any operation, maintenance and equipment manuals, including related drawings and wiring diagrams currently in HAS' possession. Diagnostic and wiring manual for Machine Room-Less Elevator will also be provided.
- 9.2 The Contractor shall insert into the system maintenance manuals and documents throughout the term of the Agreement, any revisions to O&M manuals, including technical bulletins, safety bulletins, drawings, and wiring control diagrams, that reflect manufacturer's updates and changes or additions to the system.
- 9.3 The Contractor shall provide applicable code requirement data and incorporate the same into the system documents.
- 9.4 The Contractor shall be responsible for obtaining any other information/data required to perform required maintenance at no cost to HAS.
- 9.5 The Contractor may recommend changes to the O&M manuals based on the Contractor's experience. Such recommendations must be in writing. HAS will take any suggestions under advisement, review the suggestions with the Contractor, and advise any changes to be implemented.
- 9.6 All system documents, including manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition or status, existing or in preparation, are the property of HAS.

## **10.0 PARTS AND EQUIPMENT**

- 10.1 The Contractor shall demonstrate its ability to obtain all replacement parts from Original Equipment Manufacturers (OEM), including proprietary parts.
- 10.2 Replacement parts must be new and of same manufacturer as original parts. During the term of the Agreement, certain equipment components may become obsolete and new OEM parts may not be available. In such instances, Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with written approval of HAS. In either case, parts must be equal in quality and operation to original parts and free from all defects.
- 10.3 The Contractor will not mix control and instrumentation devices from different manufacturers within a specific control system without the prior approval of HAS.

- 10.4 The Contractor shall develop and maintain a spare parts inventory sufficient to maintain the highest levels of performance and service and shall prepare a listing of its inventory of replacement parts, based on manufacturer recommendations and past experience, for HAS' approval.
- 10.5 The Contractor shall continually restock the inventory to levels required for compliance with the Agreement.
- 10.6 The Contractor shall dispose of all worn/defective parts.
- 10.7 The Contractor shall handle, transport, and dispose of worn/defective scrap parts and waste or hazardous materials in such a manner as to ensure the highest level of safety of the environment and to public health.
- 10.8 The Contractor shall not store worn or defective parts on airport premises, shall notify HAS when these parts are to be removed from City property.
- 10.9 The Contractor shall provide a monthly report of all parts utilized including inventory balances by part number.
- 10.10 The Contractor shall submit a copy of this report to the Facilities Administration Section.
- 10.11 Space and fixtures for spare parts storage will be available to the Contractor at IAH.
- 10.12 The Contractor shall provide any additional required storage space off-site at its expense.
- 10.13 HAS shall have access to all storage areas for the purpose of inspection.
- 10.14 HAS will transfer control of items listed in Exhibit B to the Contractor within 10 days after Agreement Start Date.
- 10.15 The Contractor shall assume control of the inventory. Specific disposition of inventory items shall be determined by the Contractor.
- 10.16 The Contractor shall return inventory upon completion of the Agreement in first class condition

**11.0 CITY-OWNED TOOLS AND DIAGNOSTIC EQUIPMENT**

- 11.1 At the beginning of the Agreement, the City will furnish up to three (3) city-owned universal computer diagnostic tools for Montgomery Miphrom 21 systems. The Contractor shall maintain these tools and have them reprogrammed as necessary at no cost to HAS. At the end of the Agreement, the Contractor shall return the diagnostic tools to HAS in first-class condition. If a tool becomes damaged or broken, the Contractor shall replace it at no cost to HAS.
- 11.2 HAS will furnish proprietary diagnostic tool required for the Machine Room-Less Elevator.

## **12.0 EMERGENCY SERVICE**

12.1 During scheduled on-site hours, the Contractor shall respond immediately to a request from HAS for emergency service and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with a unit. The Contractor shall respond and take unit(s) out of operation, place warning signs and "out-of-order" signs on the premises, place barricades on the premises, and release persons who may be trapped in a unit, etc. Priority must be given to requests for emergency service. At HOU, the Contractor shall also provide emergency service after regular hours as may be required within the parameters of the Agreement.

## **13.0 OTHER WORK/SERVICES (IAH) AND (HOU)**

### **13.1 General**

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

### **13.2 Performing Other Work/Services**

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

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

13.2.1.2 In response to any such written notice, the Contractor shall provide the Director with a written Agreement within three (3) business days of receipt of OSR. The Contractor shall include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to the Contractor.

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

13.2.1.4 In some situations HAS may supply parts to Contractor for Other Work/Services Work. HAS will bear full responsibility for the parts.

- 13.2.1.5 Upon receipt of the Contractor's Agreement, the Director has the option to reject the Contractor's Agreement, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Contractor's Agreement and require resubmission, the Contractor shall resubmit a modified Agreement within three (3) business days of the rejection.
- 13.2.1.6 Upon approval by the Director of the modified Agreement, an OSR will be issued. The Contractor shall commence as stated in the OSR. The Contractor shall diligently work to the completion in accordance with the terms and conditions of the Agreement and the approved OSR.
- 13.2.1.7 The Contractor's labor cost shall not exceed the rate stated in the Pricing Agreement. The Contractor's labor cost stated in the pricing Agreement only applies to the Contractor employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.
- 13.2.1.8 Prices for equipment, parts, supplies, and sub-contracted requirements which may be required for authorized Other/Work Services shall be the Contractor's actual cost plus a maximum allowed 15% mark-up. Copies of invoices from the Contractor's suppliers for these items shall be submitted with Contractor's invoices at the time of submittal to HAS for payment. The mark-up percentages stated shall not increase during the term of this Agreement. The quantity of equipment, parts and supplies will depend on the needs of HAS.
- 13.2.1.9 Should a required service exceed \$3,000, the Contractor shall obtain three (3) itemized bids/estimates within three (3) business days from separate/different vendors/suppliers, for the required equipment, parts, supplies, and sub-contracted work/items. The Contractor shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the Work. The Contractor shall be compensated at actual cost plus a maximum allowed 15% mark-up.
- 13.2.1.10 If parts meet the City's definition of sole source (Executive Order 1-8) the Contractor will not have to submit three (3) bids with Other/Work Services quote.
- 13.2.1.11 If a required service is less than \$3,000, the Contractor shall obtain one (1) itemized bid/estimate within three (3) business days, for the required equipment, parts, supplies, and sub-contracted work/items. The Contractor shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. The Contractor shall be compensated at actual cost plus a maximum allowed 15% markup.
- 13.2.1.12 After completion of Other Work/Services, a copy of the approved OSR shall accompany the monthly invoice.
- 13.2.1.13 While performing Work on any OSR, if hidden damage or additional cost is discovered, the Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.

- 13.2.1.14 The Contractor shall submit to Director, copies of original purchase orders and invoices evidencing Contractor's acquisition costs.
- 13.2.1.15 In the case of emergency services, the Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit a written Emergency Service Request to the Contractor.
- 13.2.1.16 If it is determined this scope of work should be covered under Basic Services, any amount paid to the Contractor under Other/Services Request will be reimbursed to the City by the Contractor. The City does not waive any of its rights and remedies whether by statute, at law, in equity, or under this Contract.
- 13.2.1.17 If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, the Contractor shall not receive additional compensation for their labor.

13.3 Examples of OSR candidate items include, but are not limited to:

- 13.3.1 System Upgrades/Modifications as itemized herein at prices specified in the Price Form.
- 13.3.2 Provide the services of independent, licensed inspectors to perform required annual inspections for elevators, escalators, and moving sidewalks.
- 13.3.3 Provide labor and material to assist independent consultants, engineers, or other professionals with special studies or investigations of elevator, escalator, or moving sidewalk equipment, maintenance, or operations.
- 13.3.4 Provide the services of independent consultants, engineers, or other professionals to perform special studies or investigations of elevator, escalator, or moving sidewalk equipment, maintenance, or operations.
- 13.3.5 Provide labor and material to modify or upgrade equipment in accordance with revisions to governing regulations; recommendations by consultants, engineers, or other professionals; or Houston Airport System requirements.
- 13.3.6 Provide any other services related to the general scope of the Agreement not otherwise included in the Basic Services or Other Work/Services and not customarily furnished in elevator, escalator, wheelchair lift and moving sidewalk maintenance contracts.
- 13.3.7 Provide upgrades of elevator interior, exterior, or related components including but not limited to, buttons, switches, door detectors, ceiling light fixtures and grids, stainless steel doors and walls, bump pads, and flooring.
- 13.3.8 Repair or replace components damaged by vandalism, Force Majeure (as defined in the Agreement), or other third parties not under the control of the Contractor and not the deemed responsibility of the Contractor.
- 13.3.9 Provide equipment to clean escalator/moving side walk step tread.

#### 13.4 System Upgrades/Modifications

13.4.1 The Director may, direct the Contractor to perform certain system Upgrades and Modifications to the Elevators, Escalators, and Moving Sidewalks. Upon receipt of an approved OSR, the Contractor shall provide such upgrades and modifications at the price indicated in the Price Form.

13.4.2 Schedule – Upon authorization to provide system upgrades or modifications, the Contractor shall submit a work schedule to Facilities Administration for approval.

13.4.3 Payments – Upgrade/modifications described herein must be invoiced by project as each is completed and accepted by the Director.

#### 13.5 System installation and Upgrades

13.5.1 As a part of Optional Services, the Director may, direct the Contractor to perform installation and upgrade of current monitoring control software and hardware systems. These upgraded systems will be maintained per Basic Services. This includes all units listed in Exhibit C. Contractor shall maintain and upgrade as needed. All requests for Optional Services will be in writing provided by the Director and signed by the Director or his/her designated representative.

### **14.0 REGULATORY INSPECTIONS, TESTS, AND OPERATING PERMITS**

14.1 The Contractor shall ensure compliance with, on behalf of the city, all applicable State of Texas regulations, City of Houston Building and Safety codes, ASME standards and codes, and any other applicable regulatory agency requirements with jurisdiction over IAH and HOU.

14.2 Inspections and Tests Schedule – The Contractor shall, at its expense, identify, schedule, and ensure completion of all inspections, tests, and operating permits required for compliance. The Contractor shall obtain the necessary information required to determine when an inspection, test, or operating permit is required. The Contractor shall prepare inspections and tests schedule of all elevators and escalators in a spreadsheet format outlining all required routine and periodic inspections and tests, and the dates to be performed. This schedule shall cover a five-year period from the Start Date of the Agreement. The Contractor may obtain the dates of previous inspections and tests either from the Texas Department of Licensing and Regulation (TDLR), or from each elevator and escalator during facility site visits scheduled by HAS in conjunction with the Pre-Bid Conference. The Contractor shall submit this schedule to the Director for approval within 30 working days from the Start Date of the Agreement. The schedule shall remain property of HAS.

14.3 All regulatory inspections and tests must be performed by the City approved agency that will be selected by HAS. The Contractor shall obtain the name of the City approved agency from HAS at least 30 days before the inspection, test, or operating permit is due. The City-approved agency shall invoice the Contractor. The Contractor shall receive reimbursement of the Contractor's cost, without any additional markup, through the Other Work/Services provision of the Agreement. The Contractor shall provide all labor and materials required to complete the regulatory inspections, tests, and operating permits unless otherwise authorized by HAS. Any elevator damage that occurs as a result of an inspection or test is at the Contractor's expense.

14.4 Inspections, tests, and operating permits required by applicable State of Texas regulations, City of Houston City Building and Safety Codes, and ASME standards and codes are considered to be regulatory items. Other inspections and tests are considered to be maintenance inspections or tests that are part of the Contractor's Basic Services responsibilities as described within the Agreement (Section 4.0).

- 14.5 HAS shall retain the professional services of an independent consultant to perform annual inspection of all equipment covered by the Agreement in accordance with the latest revision of the TDLR's Elevators, Escalators, and Related Equipment, Chapter 754 – Health and Safety Code, Subchapter B – Inspection and Certification requirements. The Contractor shall be required to assist the consultant by providing access, removing panels, covers, escalator steps and any other parts requested by the consultant to perform a complete evaluation of the equipment. The labor required of the Contractor to perform the annual inspection will be provided by the Contractor at no additional cost to HAS. Any and all deficiencies noted in these annual inspections shall be corrected by the Contractor. Deficiencies found as a result of improper maintenance will be corrected at no cost to HAS.
- 14.6 Inspection and Test Procedures – Any inspection or test that requires a unit to be made inoperable anytime from 6:00 a.m. through 12:00 a.m. will require the approval of HAS.
- 14.7 The Contractor shall assist the City and the Fire Marshall in the inspection and testing of the airport fire system as needed. The Contractor shall accommodate access to elevator hoist ways for such inspections.
- 14.8 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report for HAS.
- 14.9 HAS may conduct inspections of the equipment, records, and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the result of the inspection and recommendations will be forwarded to the Contractor.
- 14.10 All deficiencies identified through an inspection or test shall require the Contractor to take immediate action. The Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by HAS.
- 14.11 HAS will determine responsibility for any deficiencies identified through an inspection or test.
- 14.12 Reporting Requirements – The Contractor shall comply with the TDLR inspection registration and reporting requirements and all other Administrative Rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 74, effective December 1, 2003, as may be amended from time to time.

**15.0 QUALITY CONTROL (QC)**

- 15.1 The Contractor shall implement and maintain a Quality Control Program that will assure the Director that the Elevator, Escalator, Wheelchair Lift and Moving Sidewalk System Maintenance Services is in accordance with the highest standards prevailing in the industry and the Contractor at all times adheres to the provisions of the Agreement. The Contractor's QC plan, at a minimum, must include the following:
  - 15.1.1 Inspection Plan – The inspection plan must specify areas to be inspected on a scheduled or an unscheduled basis, frequency of inspection, and titles of the Contractor's personnel who will be doing the inspections. The inspection plan must specify the type and number of inspections to be conducted, and the types of deficiencies to be identified.
  - 15.1.2 Deficiency Prevention – the Contractor shall establish a method of identifying and correcting deficiencies (and their cause) in order to improve the quality of service before the level of performance is unacceptable.

15.1.3 Inspection Files – Inspection files must include documentation on all inspections conducted by the Contractor and the corrective action taken. The documentation must be made available to HAS at any time it is requested during the term of the Agreement.

15.1.4 Inventory Files – During the term of the Agreement, the Contractor shall make available to HAS a file of all inventories.

## 15.2 **HAS QUALITY ASSURANCE**

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

15.2.2 HAS maintains the right to conduct inspections of the Elevator, Escalator, Wheelchair Lift and Moving Sidewalk System Maintenance Services records and logs without prior notice to the Contractor and may use an outside Contractor for this service. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.

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

## 15.3 **QC INSPECTION SHEETS**

15.3.1 The Contractor shall develop a QC Inspection sheet in a format acceptable to the Director. The Contractor shall maintain a file of all inspections conducted by the Contractor and the corrective actions taken. This file must be made available to the Director immediately upon request.

## 15.4 **PM AUDIT**

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

15.4.1.1 General maintained condition of elevators, escalators, and moving sidewalk systems.

15.4.1.2 Proficiency of Contractor's personnel.

15.4.1.3 Accuracy of Contractor's records.

15.4.1.4 Quality and thoroughness of Contractor's work.

15.4.1.5 Adequacy and condition of Contractor's shop equipment.

15.4.1.6 Adequacy of Contractor's parts inventory to perform PM.

15.4.1.7 Contractor's cleaning, maintenance, and general condition of elevators, escalators, and moving sidewalk systems.

15.5 The Contractor shall correct any deficiencies identified and covered under the terms of the Agreement within 10 business days. Within the same 10-day period, the Contractor shall provide HAS a written explanation of each deficiency and the corrective action taken. At HAS' discretion, the Contractor shall submit a revised Quality Control Program for review and approval by HAS within 30 business days. The Quality Control Program must detail how future occurrences identified in the audit will be prevented.

- 15.6 Performance Review Meetings – The Contractor’s Project manager shall meet with HAS staff as requested to report on the status of the systems and equipment and the Other Work/Services.

## **16.0 OUT OF SERVICE CREDITS**

- 16.1 Whenever any elevator, escalator, moving sidewalk system, wheelchair lift or related component is inoperable or malfunctioning, substantial and intangible harm may accrue to the City, its citizens, and airport patrons. HAS may invoke service credits if this substandard condition exists for longer than a two-hour period. Parts must not be swapped from unit to unit to avoid an out of service credit. The two-hour period starts when the Contractor receives notification from Facilities Administration via a trouble ticket.
- 16.2 Facilities Administration may, at its discretion, instruct the Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish preplanned, HAS approved activity.
- 16.3 The Service Credit is **\$50.00 per hour** or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by HAS.
- 16.4 Preventative maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.
- 16.5 The Service Credit is not invoked in those instance where inoperable system are a result of an accident cause by others and not due to the Contractor’s error, lack of maintenance, or negligence.
- 16.6 The deductions apply to elevators, escalators, moving sidewalks, wheelchair lifts and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple deductions.
- 16.7 The Director shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, the Contractor shall calculate such service credit and include the deduction on the next invoice. Continual failures by the Contractor to expedite work to correct malfunctions is cause for termination of the Agreement and use of performance bond monies to, among other things, effect required repairs.

## **17.0 PERSONNEL REQUIREMENTS**

### **17.1 GENERAL**

The Contractor shall provide a list of all Contractor employees to HAS. The list must state each employee’s name, job title, and assigned responsibilities. The Contractor is also required to provide a list of personnel during the Phase-in period and before the contract start date.

### **17.2 STAFFING**

The Contractor shall provide an appropriate number of supervised, trained, and skilled employees to perform the work required under the Agreement.

- 17.2.1 Should the Director determine that the Contractor is not meeting the requirements of the Agreement with the Contractor's on-site crew, then the Director will request Contractor to increase its on-site crew in order to meet its obligations under the Agreement, at no cost to HAS.
- 17.2.2 Upon written notification from the Director, the Contractor shall be given two calendar days to assess problems and one additional day to formulate a resolution of the problem. Subsequently, if the Director determines that the Contractor's responsibilities under the Agreement can only be met with additional on-site staff, Contractor shall provide such staff at no additional cost to HAS. The Contractor's personnel shall work additional hours as required to meet the Contractor's obligations under the Agreement at the Contractor's expense.
- 17.2.3 Personnel Qualification and Approval – Unless prior written approval is received from HAS, all the Contractor personnel shall have a minimum of five years experience in the preventive/repair maintenance of elevator, escalator, moving sidewalk systems and wheelchair lifts.
- 17.2.4 The Contractor shall at all times enforce discipline and good order among its employees and shall employ only reliable persons who are skilled and experienced in their assigned task(s) under the Agreement
- 17.2.5 The Contractor shall replace any personnel assigned to provide services under the Agreement whose conduct is unsatisfactory to the Director.
- 17.2.6 The Contractor personnel shall have appropriate certification and experience to operate and maintain the various mechanical, electrical, electronic, and microprocessor elements of the elevator, escalator, moving sidewalk systems and wheelchair lifts. The Contractor personnel shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
- 17.2.7 The Contractor shall furnish adequate certification papers and documentation of the assigned personnel's qualifications for the on-site crew. The Contractor may change personnel only with equally classified and qualified personnel and with HAS' approval.
- 17.2.8 Contractor Project Manager – The Contractor shall designate in writing to the Director a Project Manager for the Agreement. Such Project Manager must be approved in writing by the Director before commencing performance herein. The Contractor shall provide a dedicated and qualified Project Manager (PM) who shall serve as the main point of contact with HAS. PM shall be approved by HAS. The PM will be required to be on-site at IAH during the hours of 7:00 a.m. through 4:00 p.m. Monday through Friday and visit HOU when requested by HAS. The PM shall be available and on-call 24 hours daily. If the PM is to be temporarily off-site, the Director must be notified in writing and an acting PM identified and approved by the Director. The PM must be fully authorized by the Contractor to act for the Contractor in all matters. Project Manager shall attend regularly scheduled ad-hoc meetings to discuss the maintenance and operation of the systems. The PM shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a form satisfactory to the Director. The PM shall issue copies of the minutes to all attendees within 3 business days following each meeting. HAS will approve the minutes prior to distribution by the Contractor.
- 17.2.9 The Project Manager shall not be a working technician/mechanic.

- 17.2.10 The PM shall not be reassigned without prior approval of the Director. Such approval will not be unreasonably withheld if the replacement project manager has equal experience, and skilled in a like position with a contract of similar size and scope as described herein.
- 17.2.11 The Contractor shall provide labor personnel, to clean all escalators and moving sidewalk surfaces at IAH. HAS shall transfer cleaning equipment identified in Exhibit B to Contractor's inventory for operation and maintenance. Upon completion of contract term equipment shall be returned to HAS
- 17.2.12 Training – The Contractor shall provide, at its expense, all training for assigned personnel. The Contractor shall ensure that all personnel be continuously trained to meet the latest technology and industry standards.

## **18.0 COORDINATE PERFORMANCE**

### **18.1 HAS CONTACT**

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

### **18.2 Pre-Performance Conference**

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

- 18.2.1 Phase-in and Start-up schedules
- 18.2.2 Contract Administration
- 18.2.3 Facilities utilization
- 18.2.4 Channels of communication
- 18.2.5 Review of key personnel resumes and certifications
- 18.2.6 Organization and function charts reflecting the line of management authority
- 18.2.7 Quality Control Plan (procedures to be used to ensure the Agreement requirements are met)

### **18.3 Coordination Meetings**

Throughout the term of the Agreement, the Contractor shall meet with HAS, on a frequency determined by the Director, to identify and resolve performance issues. The Director may verbally or in writing request the Contractor to attend a performance meeting. The Contractor's designated attendees shall attend for the duration, prepare meeting minutes and provide a typewritten copy to the Director for approval within five (5) days of any such meeting. The Director will have the right to dispute the accuracy of the minutes and will note any discrepancies in the minutes prior to approval. Once approved, the original will be retained by HAS and a copy provided to Contractor.

#### 18.4 Schedule of Performance

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

#### 19.0 **PHASE-IN/PHASE-OUT SERVICES**

- 19.1 Contractor shall submit their approach and methodology for the Phase-In transition with their bid.
- 19.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City of Houston, the Contractor shall provide Phase-In services for up to thirty (30) days prior to contract expiration.
- 19.3 Contractor's Phase-In period will begin upon receipt of a "Start Phase-In notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Contract). *The "Start Phase-In Notice" is different than the official Notice to Proceed.*
- 19.4 The Contractor will not be responsible for operating or maintaining the equipment during the Phase-In period.
- 19.5 During the phase-in period, the Contractor shall have access to the facilities and areas covered by the contract, access to personnel, and allowed to observe all operations.
- 19.6 The incumbent Contractor shall perform the duties and services listed in its contract during the Contractor's Phase-In period, and shall be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 19.7 During phase-in period the Contractor shall provide all required deliverables including but not limited to:
  - 19.7.1 Review and verify equipment lists within the first five (5) days of Phase-In.
  - 19.7.2 Arrange to have supervisory, technical, and other related personnel on site at the airports to observe the operation and maintenance of the elevator, escalator and moving sidewalk systems.
  - 19.7.3 Recruit and transfer personnel, train personnel, arrange for security badges.
  - 19.7.4 Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
  - 19.7.5 Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
  - 19.7.6 Coordinate Contractor's activities with Facilities Administration.
  - 19.7.7 Final transition and training plan addressing the Contractor staffing strategies for determining the necessary staffing and supervision required for compliance with the specified services (HAS required staffing is a minimum staffing only).
  - 19.7.8 Emergency phone numbers and verification of cell phones.
  - 19.7.9 Certification of all contractor personnel requirements and training.

- 19.7.10 Reporting and approach plans.
- 19.7.11 Inventory of supplies, materials, tools, equipment, etc., necessary to start.
- 19.7.12 Standard Operating Procedures (SOP).
- 19.7.13 Permits, licenses and certifications.
- 19.7.14 Security approval and access.
- 19.7.15 Subcontractor and Subcontractor agreements in place.
- 19.7.16 Provide deficiency list within thirty (30) days of the Notice to Proceed.
- 19.7.17 The Phase-In period will end at issuance of the official Notice to Proceed, at which time the Contractor shall assume full responsibility for the operation and maintenance of the elevator, escalator and moving sidewalk systems and equipment.
- 19.7.18 The Contractor shall be prepared to perform fully all Work services upon receipt of Notice to Proceed letter from the Director.
- 19.7.19 The Contractor shall immediately after receipt of the official Notice to Proceed, implement a computer-based Maintenance Management System (MMS).

## 19.8 Contractor's Phase-Out

- 19.8.1 Two (2) months prior to Contract expiration, the Contractor/Incumbent shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last 12 months of monthly reports, and list of equipment to the Director.
- 19.8.2 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra charge to the City, the Contractor/incumbent shall provide Phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-In Notice" from the Director and continue until successor's receipt of "official Notice to Proceed". Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Orientation includes, but is not limited to, system operations and maintenance procedures, record keeping, reports, and procurement procedures, etc. Contractor/incumbent shall be totally responsible for providing the services under this Contract during its Phase-out period. Contractor shall cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in this Contract.
- 19.8.3 Contractor/incumbent shall allow its successor to conduct on-site interviews with its employees.
- 19.8.4 The Contractor/incumbent shall provide all required deliverables including, but not limited to:
  - 19.8.4.1 List of qualified employees working at the Airport.
  - 19.8.4.2 Reporting requirements.

19.8.4.3 Inventory of supplies, materials, tools, and equipment.

19.8.4.4 Current Standard Operating Procedures.

19.8.4.5 Permits, licenses, and certifications.

19.8.4.6 Deficiency status and list.

19.8.4.7 Detailed transition plan.

19.8.5 Prior to the expiration of the Contract, after selection of a successor contractor, the Contractor/incumbent and the successor contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Director for the phase-out of the Contractor/incumbent and the phase-in of the successor contractor.

## 19.9 Equipment Condition at Expiration

Prior to expiration of the Agreement, the Contractor shall repair any equipment not in first-class maintenance condition and perform scheduled PM work on all equipment up to the then current date in accordance with approved PM schedules.

19.10 Thirty days before expiration of this Agreement, the Contractor shall provide HAS a complete final report on the condition of all equipment. The final report must include inspection and test reports, and certified statements signed by an agent of the Contractor testifying to the first-class condition of all equipment and systems.

## 20.0 **INCREASE OR DECREASE OF WORK – INCLUSION/EXCLUSION**

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

### 20.2 Planned Additional Units

20.2.1 HAS anticipates that during the term of the Agreement, additional systems may be included in the scope of work of the Agreement by means of an Inclusion Notice. Any part of the elevator, escalator and moving sidewalk systems maintenance services which have been added, upgraded, or modified will be covered under the terms and provisions of the agreement and will be maintained under the scope of work of Basic Services. Fees paid for additional systems shall be at the rates set forth in the Contract Fee Schedule, or for work for which no special rates are specified, at a rate agreed to by the parties.

20.2.2 The following additions to the elevator, escalator and moving sidewalk systems maintenance services at IAH covered under the agreement are anticipated during the term of the agreement:

20.2.1.1 Year 2010 – Four (4) Elevators, Three (3) Escalators, and Three (3) Moving Sidewalks.

20.2.1.2 Year 2012 – One (1) Elevator and Two (2) Escalators.

20.2.1.3 Year 2013 – Three (3) Elevators and Three (3) Escalators.

20.2.1.4 Five (5) Machine Room-Less Elevators

## 21.0 ADMINISTRATIVE TASKS

21.1 Maintenance reports are to be submitted on disk (CD), with one hard copy delivered to the following HAS sections; Sr. Contract Administrator, Tech Services Division, and the appropriate airport Sr. Superintendent, Facilities Administration Section.

Report No.	Title	Frequency
1	Preventive Maintenance Checklist	Monthly
2	Daily Maintenance Log	Monthly
3	Status of Systems and Equipment	Monthly
4	Parts Utilization, By Unit	Monthly
5	List of Major Equipment Breakdowns and Shutdowns	Monthly
6	List of Breakdown Repair Time	Monthly
7	Deteriorating Equipment and Inefficient Conditions	Monthly
8	Fire Service and Emergency Lighting Report	Monthly
9	List of Inventory in Stock	Monthly
10	Quality Control Program	Monthly
11	Backup Power System Test Log	Monthly
12	Backup Battery Test Log	Monthly
13	Monthly Meeting Minutes	Monthly
14	Results of Inspections and Tests	Semi-Annually
15	Annual Inspection Schedule	Annually
16	Annual Shutdown Summary Report	Annually

21.2 The Contractor shall submit monthly maintenance reports to HAS by the fifteenth (15<sup>th</sup>) day following the reported month and a annual summary report within 30 days of completion of the annual shutdown. All reports must be computer generated. Upon termination of the agreement, all report data becomes the property of HAS.

21.3 The Contractor shall provide to the appropriate Airport division detailed and itemized invoices. Each invoice shall include the date, location, and description of services provided, serial numbers of units serviced and a summarization of parts/expendables.

## 22.0 SPECIAL PROVISIONS

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

22.2 All Contractor on-site personnel, including sub-contractors that perform services under the Agreement, are required to undergo a fingerprint-base criminal history records check. Fingerprints shall be collected at the Airport Badging Office.

22.3 The Contractor shall obtain HAS security badges for all personnel performing services on-site, including subcontractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently **\$61.00** each at IAH/HOU and **\$16.00** each at EFD. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. The Contractor personnel losing badges will be charged for replacement badges at the most current rate.

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

- 22.5 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas, and Federal OSHA regulations and requirements as applicable for services performed under the Agreement, including but not limited to the following:
  - 22.6.1 The Contractor personnel shall wear applicable personal protection equipment at all times.
  - 22.6.2 The Contractor personnel operating or handling materials shall be fully trained in the safe operation of the equipment or materials.
  - 22.6.3 The Contractor shall follow and apply safety practices prevailing in their applicable industry.
- 22.6 The Contractor shall develop, implement, and maintain an on-going safety plan as it relates to equipment, maintenance, and other related procedures. Safety warnings must be posted on equipment to ensure safe operations. Equipment shall not be installed, tested, or operated in an unsafe condition.
- 22.7 The Contractor shall be responsible for the proper maintenance of all safety and fire protection equipment associated with the system. All personnel must be thoroughly familiar with the identification and operation of available fire fighting equipment.
- 22.8 The Contractor's responsibility for safety also includes general safety and system observation from an "as installed" viewpoint. The Contractor shall notify HAS of any unsafe condition immediately.
- 22.9 Hazardous Chemical Records
  - 22.9.1 The Contractor shall provide a Material Safety Data Sheet (MSDS) for every hazardous chemical used in performance of the work or stored on City property as required by applicable laws.
- 22.10 HAS Contract Administration Section shall be responsible for monitoring and/or managing the final execute agreement. The Facilities Administration Section is responsible for day-to-day field compliance and will be the primary contact for the Contractor.
- 22.11 Routine maintenance decision will be made jointly by the Contractor and HAS within the specified guidelines. HAS and the Contractor shall mutually agree on long range changes regarding maintenance philosophy, schedules, and the existing preventive maintenance program.
- 22.12 HAS reserves the right to make final decisions related to systems maintenance. If HAS chooses to override the Contractor's decisions, HAS shall inform the Contractor in writing within five business days and assume full responsibility for the consequences of that decision.
- 22.13 HAS shall provide for the Contractor an office, maintenance, and storage area(s). The Contractor shall provide any additional facilities required, i.e., telephone service and furnishings.
- 22.14 The Contractor shall perform all cleaning and maintenance of such facilities. Cleaning and maintenance must include sweeping, washing, waxing, painting, dusting, etc.
- 22.15 The City of Houston shall provide all electric power and water.

- 22.16 HAS shall provide the Contractor with the existing PM program until HAS approves the Contractor's new plan.
- 22.17 HAS shall provide the Contractor with available operation, maintenance, and equipment manuals. The Contractor is responsible for obtaining data not available from HAS.
- 22.18 HAS shall be responsible for maintaining fire extinguishers.
- 22.19 The Contractor shall park at their expense all commercially owned vehicles in the areas designated by the Director. All transportation activities of the Contractor or its subcontractors necessary to perform under the Agreement must be provided by the Contractor.
- 22.20 HAS will provide the Contractor with two each Motorola Model 1500 XTS handheld 800 MHz. Trunked System radios (3600 baud) with batteries and chargers for use at IAH and HOU. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon cancellation or termination of the Agreement, the Contractor shall return all radios to HAS.
- 22.21 The Contractor shall operate the radios within protocols established by HAS and the FAA. The Contractor shall return radios requiring maintenance to HAS.
- 22.22 The Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost. Upon termination of the Agreement, the radios remain the property of HAS.
- 22.23 The Contractor shall be responsible for the repair and cost of all damages to City property caused by Contractor, its agents or employees.
- 22.24 Any drawings, documents, or plans referred to in the specifications are incorporated into the agreement. Any reference in the specification to an item of work that is not shown in the drawings, documents, or plans must be done as though shown.
- 22.25 The Contractor shall not take advantage of any error or omission in these specifications. Suitable instructions will be given if and when such error or omission is discovered.

**23.0 ADDITIONS AND DELETIONS**

- 23.1 The City, by written notice from the Director or City Purchasing Agent to the Contractor, at any time during the term of this Agreement, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the Agreement services and charges or rates as an item already specified in the Agreement. In the event the additional equipment, locations and/or service is not identical to any item already under Agreement, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the Agreement.

**24.0 ESTIMATED QUANTITIES NOT GUARANTEED**

- 24.1 The estimated quantities specified herein are not guaranteed and may vary depending on the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Agreement.

## **25.0 WARRANTY OF SERVICES**

- 25.1 Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 25.2 "Correct and Correction" used in this clause, means the elimination of a defect.
- 25.3 The Contractor shall warrant that all services performed under the agreement shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the agreement. The City shall give written notice of any defect or nonconformance to the Contractor within twelve months from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 25.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City of Houston may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment to the agreed price.
- 25.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment to agreed price.

## **26.0 INVOICING**

- 26.1 The Contractor shall submit its invoices in accordance with the specifications and shall invoice for work accepted by an HAS representative.
- 26.2 The Contractor shall submit each invoice in duplicate form for any services performed within 30 calendar days after the completion of services. HAS will certify the correctness of each invoice and arrange for payment. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment was incorrect. In addition, it does not preclude HAS from recovering excess payments. The invoice must be identified by the agreement name and agreement number. All invoices shall be delivered or mailed to the following location;
- City of Houston  
Houston Airport System  
Finance Division/Accounts Payable  
Post Office Box 60106  
Houston, Texas 77205-0106
- 26.3 All work shall be scheduled with HAS representatives and shall be accomplished during the hours scheduled. HAS shall have the right to request work to be performed during regular and non-regular hours.
- 26.4 No payment for services shall be payable by HAS for any services for which the Contractor fails to complete all the scheduled work as specified, or fails to obtain an approved work schedule prior to beginning work.
- 26.5 The Contractor shall be compensated at the agreed price.

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

**27.0 DISPUTES**

27.1 In all cases of misunderstanding and disputes, the terms of the Agreement governs.

**28.0 DAMAGE TO CITY PROPERTY**

28.1 The Contractor shall pay for the repair and/or replacement of property that was damaged or destroyed due to carelessness or neglect of the contractor, its agents or employees.

**29.0 CONTRACTOR'S FINANCIAL OBLIGATION**

29.1 The Contractor shall make timely payments to all suppliers and/or sub-contractors that furnish labor, materials and/or furnishings related to this agreement.

**30.0 TEXAS DRIVER'S LICENSE**

30.1 The Contractor's employees performing work for the City must possess a valid Texas driver's license for the type of vehicle or equipment operated. Contractor shall ensure its employees meet this requirement.

## EVALUATION MATRIX

The City may award a contract to the bidder whose Bid represents the best value to the City. In determining the best value, the City will evaluate each Bid on the basis of the following criteria:

A	Professional background and experience of the proposer, operating philosophy, the management staff, and Project Manager.	25%
B	Proven track record with elevators, escalators, moving sidewalks, and wheel chair lifts of comparable size and complexity especially of large airports (for example: ATL, ORD, LAX, DFW, DEN, JFK, LAS, PHX, EWR). Very large office buildings and convention centers with 24/7/365 operation (reference checks will be taken into account).	20%
C	Bid Cost	20%
D	Bidder's Financial Stability.	15%
E	Bidder's demonstrated level of commitment and ability to provide all services, parts and equipment as outlined in the Agreement, including willingness to agree to all legal requirements.	10%
F	M/WBE Participation	10%
	Total %	100%

Provisions of the City's Official Bid Form, Specifications, and General Terms & Conditions must not be altered. Any erasure or alteration of figures or terms may invalidate the bid on the item on which the erasure or alteration is made. Submission or attachment of company "Quotation Forms" containing alternative terms and/or conditions is not acceptable and may result in a bid being determined as non-responsive.

If bidder wishes to submit more than one bid, separate Bid Forms for each bid, complete with its own original signature page, must be submitted.

All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.

Cost of Bid/Proposal Preparation: The City will not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. **Do not submit anything more than what is requested or bid may result in being determined as non-responsive.**

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID S33-T23263**

**ORDINANCE # \_\_\_\_\_**

**COUNTY OF HARRIS**

**CONTRACT # \_\_\_\_\_**

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **ELEVATOR, ESCALATOR, WHEELCHAIR LIFTS AND MOVING SIDEWALK SYSTEM MAINTENANCE SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and \_\_\_\_\_ ("Contractor or Vendor"), a corporation doing business in Texas.

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

**City**

City Purchasing Agent for Director  
of Houston Airport System  
City of Houston  
2800 North Terminal Road  
Houston, Texas 77032

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Parties agree as follows:

**2.0 TABLE OF CONTENTS**

2.1 This Agreement consists of the following sections:

**TABLE OF CONTENTS**

	<u>Page No.</u>
I. PARTIES .....	37
1.0 ADDRESS .....	37
2.0 TABLE OF CONTENTS.....	37
3.0 PARTS INCORPORATED .....	39
4.0 CONTROLLING PARTS .....	39
5.0 DEFINITIONS .....	39
6.0 SIGNATURES .....	40
II. DUTIES OF CONTRACTOR .....	41
1.0 SCOPE OF SERVICES .....	41
2.0 RELEASE .....	41
3.0 INDEMNIFICATION .....	41
4.0 INDEMNIFICATION PROCEDURES.....	42
5.0 INSURANCE.....	42
6.0 WARRANTIES.....	43
7.0 LICENSES AND PERMITS.....	43
8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE .....	43
9.0 MWBE COMPLIANCE .....	44
10.0 DRUG ABUSE DETECTION AND DETERRENCE .....	44
11.0 CONTRACTOR'S PERFORMANCE .....	45
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS.....	45
13.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM.....	17
III. DUTIES OF CITY .....	45
1.0 PAYMENT TERMS .....	45
2.0 TAXES .....	45
3.0 METHOD OF PAYMENT .....	45
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS.....	46
5.0 LIMIT OF APPROPRIATION .....	46
6.0 CHANGES .....	47
IV. TERM AND TERMINATION .....	48
1.0 CONTRACT TERM.....	48
2.0 NOTICE TO PROCEED.....	48
3.0 TIME EXTENSIONS .....	48
4.0 TERMINATION FOR CONVENIENCE BY THE CITY .....	48
5.0 TERMINATION FOR CAUSE BY CITY .....	49
6.0 TERMINATION FOR CAUSE BY CONTRACTOR .....	49
V. MISCELLANEOUS .....	49
1.0 INDEPENDENT CONTRACTOR.....	49
2.0 FORCE MAJEURE .....	50
3.0 SEVERABILITY .....	50
4.0 ENTIRE AGREEMENT .....	50
5.0 WRITTEN AMENDMENT .....	50
6.0 APPLICABLE LAWS.....	50
7.0 NOTICES .....	51
8.0 NON-WAIVER .....	51
9.0 INSPECTIONS AND AUDITS.....	51
10.0 ENFORCEMENT .....	51
11.0 AMBIGUITIES.....	51

12.0	SURVIVAL .....	51
13.0	PARTIES IN INTEREST .....	51
14.0	SUCCESSORS AND ASSIGNS .....	51
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS.....	52
16.0	REMEDIES CUMULATIVE .....	52
17.0	CONTRACTOR DEBT .....	52

**EXHIBITS**

- A. DEFINITIONS
- B. SCOPE OF SERVICES\*
- C. EQUAL EMPLOYMENT OPPORTUNITY\*
- D. MWBE SUBCONTRACT TERMS\*
- E. DRUG POLICY COMPLIANCE AGREEMENT\*
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION\*
- H. FEES AND COSTS
- I. CITY CONTRACTORS' PAY OR PLAY PROGRAM
- J. HAS PARTS INVENTORY
- K. SYSTEM DESCRIPTION IAH
- L. REPORT SUMMARIES
- M. PERFORMANCE BOND\*

Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

**3.0 PARTS INCORPORATED**

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

**4.0 CONTROLLING PARTS**

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

**5.0 DEFINITIONS**

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

SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

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

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Federal Tax ID Number: \_\_\_\_\_

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Purchasing Agent

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES

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

### 2.0 RELEASE

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

### 3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
  - 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

## **4.0 INDEMNIFICATION PROCEDURES**

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 description of the indemnification event in reasonable detail, and
  - 4.1.2 the basis on which indemnification may be due and
  - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
  - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## **5.0 INSURANCE**

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
  - 5.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount

- 5.1.3 Automobile Liability insurance  
 \$1,000,000 combined single limit per occurrence  
 Defense costs are excluded from the face amount of the policy  
 Aggregate Limits are per 12-month policy period unless otherwise indicated
- 5.1.4 Employer's Liability
 

Bodily injury by accident	\$100,000 (each accident)
Bodily injury by disease	\$100,000 (policy limit)
Bodily injury by disease	\$100,000 (each employee)

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

- 5.2.1 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 5.2.2 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

**6.0 WARRANTIES**

- 6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 6.2 With respect to any parts and goods furnished by it, Contractor warrants:
  - 6.1.1 that all items are free of defects in title, material, and workmanship,
  - 6.1.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
  - 6.1.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
  - 6.1.4 that no item or its use infringes any patent, copyright, or proprietary right.

**7.0 LICENSES AND PERMITS**

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

**8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

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

## **9.0 MWBE COMPLIANCE**

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **10%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.
- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
  - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and
  - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**11.0 CONTRACTOR'S PERFORMANCE**

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

**12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

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

12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

**13.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM**

13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS**

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

**2.0 TAXES**

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

**3.0 METHOD OF PAYMENT**

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

**4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS**

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**5.0 LIMIT OF APPROPRIATION**

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

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

5.3 The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of notice]  
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:  
(Signature of the City Controller)  
City Controller of the City

REQUESTED:  
(Signature of the Director)  
Director

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

**6.0 CHANGES**

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

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

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

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

Signed:  
[Signature of City Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

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

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

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

- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **IV. TERM AND TERMINATION**

##### **1.0 CONTRACT TERM**

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### **2.0 NOTICE TO PROCEED**

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

##### **3.0 TIME EXTENSIONS**

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

##### **4.0 TERMINATION FOR CONVENIENCE BY CITY**

- 4.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 4.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

## **5.0 TERMINATION FOR CAUSE BY CITY**

- 5.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
- 5.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 5.1.2 Contractor becomes insolvent;
  - 5.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 5.1.4 a receiver or trustee is appointed for Contractor.
- 5.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 5.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## **6.0 TERMINATION FOR CAUSE BY CONTRACTOR**

- 6.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 6.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

## **V. MISCELLANEOUS**

### **1.0 INDEPENDENT CONTRACTOR**

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

## **2.0 FORCE MAJEURE**

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
  - 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
  - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

## **3.0 SEVERABILITY**

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

## **4.0 ENTIRE AGREEMENT**

- 4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

## **5.0 WRITTEN AMENDMENT**

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

## **6.0 APPLICABLE LAWS**

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- 6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

## **7.0 NOTICES**

7.1 All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

## **8.0 NON-WAIVER**

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

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

## **9.0 INSPECTIONS AND AUDITS**

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **10.0 ENFORCEMENT**

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

## **11.0 AMBIGUITIES**

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

## **12.0 SURVIVAL**

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

## **13.0 PARTIES IN INTEREST**

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

## **14.0 SUCCESSORS AND ASSIGNS**

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

## **15.0 BUSINESS STRUCTURE AND ASSIGNMENTS**

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

## **16.0 REMEDIES CUMULATIVE**

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

## **17.0 CONTRACTOR DEBT**

- 17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

## **EXHIBIT A DEFINITIONS**

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

**“Acceptable”** means that services, equipment and performance meet or exceed the requirements of this Agreement.

**“Acceptance”** shall be determined by the Director and will be established when the Director determines that the unit or work specified under the Agreement is complete and acceptable.

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

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

**“Airports(s)”** means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

**“ANSI/ASME A17.1”** means the American Society of Mechanical Engineers Safety Code for Elevators and Escalators.

**“ANSI/ASME A17.2”** means the American Society of Mechanical Engineers Safety Code Inspectors Manual for Elevators and Escalators.

**“Basic Services”** means those services described in Section B – Performance Work Statement.

**“City”** means the City of Houston, Texas and includes its successors and assigns.

**“Company or Contractor”** means the entity of whom the City awards this Contract.

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

**“Director”** means the Director of the Houston Airport System, or his designee. The Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement those functions are assigned to the Assistant Director of Aviation, Technical Services Division. The Assistant Director of Aviation, Technical Service Division may delegate certain functions to other HAS employees, with the approval of the Director.

**“EFD”** means Ellington Airport.

**“Elevator”** means and installation defined as an “elevator” in ASME A17.1.

**“Emergency Service Request”** means a request from the Director to Contractor to perform remedial maintenance or other work services due to a Major Failure or services deemed necessary by the Director. Contractor must respond to in accordance with the Response Times set forth in Section B (Scope of Work).

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

**“Escalator”** means an installation defined as an “escalator” in ASME A17.1.

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

1. Existing Equipment in context of the Texas Administrative Code requirement means equipment installed or altered before September 1, 1993.
2. New Equipment in context of the Texas Administrative Code requirements means equipment installed or altered on or after September 1, 1993.

**“First Class Condition”** refers to the quality of systems, parts, equipment and related components and appurtenances including replacements (“elements”). It also refers to the condition of the wear and operation of the elements. When referring to the quality of the elements, First Class Condition means of a quality equal to or better than the elements as originally installed. When referring to the wear and operation of the elements, first Class Condition means a standard that is within the manufacture’s published tolerances for safe, reliable operation, or if no published tolerances, within generally accepted (tolerances) within the equipment maintenance industry.

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

**“HOU”** means William P. Hobby Airport.

**“Hours of Operation”** defined in Section “B” and require Contractor to work continuously during the hours specified without regard to holidays, in accordance with the requirement of the Agreement.

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

**“IAH”** means George Bush Intercontinental Airport/Houston.

**“Moving Sidewalk”** means an installation defined as a “Moving Walk” in ASME A17.1.

**“Maintenance Service”** means both Preventive Maintenance and Remedial Maintenance.

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

**“Materials”** means any substance specified for use in the accomplishment of the Work.

**“Notice to Proceed”** means a written communication from the City Purchasing Agent or Director to Contractor instructing Contractor to begin performance.

**“OEM”** means the Original Equipment Manufacturer.

**“Operation Status”** means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are in full operation.

**“Other Service Request (OSR)”** is the form used to request Other Work/Services within the scope of the Agreement.

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

**“Preventive Maintenance (PM)”** means scheduled maintenance activities recommended by the manufacturer and by industry best practice standards. They include, but are not limited to, proper inspections, installation, testing, and operation procedures, determined by regularly scheduled work, etc.

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

**“Repair”** has the same meaning as defined in ASME A17.1 or A18.1.

**“Replacement Part”** means any item which by its installation becomes a part of the Elevator, Escalator, or Moving Sidewalk Systems equipment.

**“Response Time”** means the maximum elapsed time in which Contractor must respond to an Emergency Service Request. The maximum elapsed time is measured from Contractor’s receipt of an Emergency Service Request to Contractor’s arrival at the specified work site.

**“Schedule”** the planned periods of time the Contractor shall be allowed to perform Work on the pavement as determined by the Director and local airfield requirements.

**“Service”** means to provide the labor, tools, equipment, and all items required to minimize maintenance requirements and ensure proper equipment performance based on manufacturer’s recommended procedures.

**“Standby Status”** means that the traction/hydraulic elevators, escalators, moving sidewalks and wheelchair lifts are not operating at fill capacity. Units are not available for public use.

**“Texas Administrative Code”** means the Texas Department of Licensing and Regulation (TDLR) Title 16 Texas Administrative Code, Chapter 74, effective December 1, 2003, as many be amended from time to time.

**“TDLR”** means the Texas Department of Licensing and Regulation.

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT C**  
**EQUAL EMPLOYMENT OPPORTUNITY**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT D**  
**MWBE SUBCONTRACT TERMS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT E**  
**DRUG POLICY COMPLIANCE AGREEMENT**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT F**  
**DRUG POLICY COMPLIANCE DECLARATION**

(To be inserted by the City at the time of Contract execution)

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

I, \_\_\_\_\_  
**(Name - Print/Type)** **(Title)**

as an owner or officer of \_\_\_\_\_ (Contractor)  
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no  
employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in  
performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's  
Director of Personnel if any safety impact positions are established to provide services in performing this City  
Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

---

---

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

I, \_\_\_\_\_  
**(Name - Print/Type)**

as an owner or officer of \_\_\_\_\_ (Contractor)  
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer  
than fifteen (15) employees during any 20-week period during a calendar year and also certify that  
Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will  
be involved in performing this City Contract. Safety impact position means a Contractor's employment  
position involving job duties that if performed with inattentiveness, errors in judgment, or diminished  
coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat  
to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **EXHIBIT H FEES AND COSTS**

For the prices quoted, Contractor agrees to provide elevator, escalator, wheel chair lifts and moving sidewalk systems service at George Bush intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU). The Work includes all necessary management, supervision, labor, parts, materials, tools, equipment, expendable items, incidentals, reports, transportation, insurance, sub-contracts, bonds, and other associated supplies to perform the work under the Agreement.

All quantities are estimated quantities for budgetary purposes only. The actual quantities may be higher or lower than any estimates, and Contractor shall be paid only for actual Work performed, subject to prior Director direction and approval.

Flat rate fees are required for all necessary management, supervision, labor, parts materials, tools, equipment, expendable items, incidentals, reports, transportation, insurance subcontractors and other associated supplies. Associated items are:

Other Work/Services may be required to meet desired conditions and/or repairs not covered in the Basic Services of the Agreement. Consequently, the actual dollar amount for Other Work/Services may be higher or lower than the estimates, and the Contractor shall only be paid for actual work performed, subject to prior HAS direction and approval. If Other Work/Services are performed by the on-site crew in conjunction with their scheduled hours, Contractor shall not receive additional compensation for their labor.

Parts and materials will be billed at the Contractor's cost plus markup not to exceed 15% if supplied by the Contractor. Contractor must provide copies of invoices from supplier(s) to provide evidence of Contractor's cost.

**EXHIBIT I  
PAY OR PLAY**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT J**  
**HAS Parts Inventory**  
**HAS Parts**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QTY</b>
S/N9907A3648	(OUTSIDE OF PACK 4026683)	1
CTS-88464	1 P24325	1
MC ARS-T	AUX R5232 INT PCBA	3
P24783-004	BOARD, 104 BAD BOARD CE2	1
61793	BOARD, ARMATURE PULSE	1
91098	BOARD, DDC MAIN CONTROL V8.02	1
IMC-SI2	BOARD, DRIVE 12 PULSE	4
3-HC-PC I/O	BOARD, ELECTRONIC	1
3-HC-PCA	BOARD, ELECTRONIC	2
548P-24873	BOARD, ELECTRONIC	1
HC-IOX	BOARD, ELECTRONIC	1
HC-RB4	BOARD, ELECTRONIC	3
P15730	BOARD, ELECTRONIC	2
P15760	BOARD, ELECTRONIC	2
P15761	BOARD, ELECTRONIC	3
P15774	BOARD, ELECTRONIC	2
P15775	BOARD, ELECTRONIC	4
P16783	BOARD, ELECTRONIC	2
P24323	BOARD, ELECTRONIC	2
P24325	BOARD, ELECTRONIC	1
P24548-001	BOARD, ELECTRONIC	1
P24568-002	BOARD, ELECTRONIC	1
P29007	BOARD, ELECTRONIC	2
S/N 0010-A-9985	BOARD, ELECTRONIC	1
S/N 0101-A-16541	BOARD, ELECTRONIC	1
S/N 0102-A16690	BOARD, ELECTRONIC	1
S/N 0210-A13536	BOARD, ELECTRONIC	1
S/N 0210-A9897	BOARD, ELECTRONIC	1
S/N H2714	BOARD, ELECTRONIC	1
S/N0106-A22681	BOARD, ELECTRONIC	1
S/N9909-A22681	BOARD, ELECTRONIC	1
SP-IMC	BOARD, ELECTRONIC	1
65735	BOARD, FEEDBACK 230VAC	1
61791	BOARD, FIELD PULSE P.C.B	1
061-791	BOARD, FIELD PULSE P.C.B	1
P24151	BOARD, INPUT BI LOGIC W/T S.	4
P15762	BOARD, INPUT II W/MOLEX CONN	1
P2977	BOARD, LANTN POWER SUPPLY VECT	1
P24873	BOARD, M2 CPU2 256K MEMORY	3
65740	BOARD, MOTION ADAPTOR DDC	2
P30390	BOARD, MSU INTERFACE	4
P24301	BOARD, PARALLEL I/O MIPROM11	4
P31652-002	BOARD, PC SIO 2NEUR RS485 MOLX	4
90722	BOARD, POWER BACK POWER BOARD	1
65737	BOARD, POWER STAGE INTERFACE DD	2

## HAS Parts Inventory

### HAS Parts

P16835	BOARD, POWER SUPPLY CONNECT	2
65738	BOARD, POWER SUPPLY DDC	1
90723	BOARD, PSI/SWITCHER, DDC	2
P15828	BOARD, RELAY INTERFACE MIPROM	3
P24100	BOARD, RELAY OUTPUT W/MOLEX	4
24323	BOARD, RELAY PILOT MIPROM11	1
P31594	BOARD, SCP RPL BOARD	3
P24848-004	BOARD, SENSOR 225 CAR SP.	3
P24571	BOARD, SLOWDOWN ETS	2
HC-CI/O-T	CALL INPUT/OUTPUT PCBA	3
MC-RS-T	COMM BOARD	1
CNTRLR	CONTROLLER, ESCALATOR, KONE	1
R148534	DAV 33936F	1
SP129419	FEED BACK BOARD MECO	1
MECO61791	FIELD PULSE XFMR	1
HC-RC-RB4	HYDRO RELAY BOARD	1
HC-I40-T	I-10 EXPANDER 16 IN/ 4 OUT	1
IMC-ACI	IMC ACINT-FACE F1 BALDOR	2
HC-IOX-T	INPUT/OUTPUT EXPANDER PCBA	3
MEC091098	KIT # 155904 REV05 CE-3 ELEV. COMMUN BOARD	1
MC MRS-I-T	MINI AUXILARY RS 232/422 PC BA	3
IMP10	MOTOR, IMPERIAL 10 HP	1
MC PCA-OA-T	PC AAV OSER ASYNC ISBX	3
HC-PCI /O-T	POWER INPUT/OUTPUT PCBA	3
HC-PI10-T	POWER INPUT/OUTPUT PCBA	2
MECO65738	POWER SUPPLY	1
MECO65737	PSI BOARD	1
DAV81036F	R129424	2
90632	RECTIFIER, SC DUAL 105A-1200	1
P32302-002	RED TAG HAS #20638	1
MECO90723	RENEWAL PARTS KIT, PCB, PSI/SWIT	1
MCE-001	REV M-194 SN# JOB 1893	1
SCR-PRI-ENW-T	SCR PWER RELAY-ENHANCED-INTER BD	1
SCR-RI-T	SCR RELAY INTERFACE BOARD	3
90630	SCR, FIELD, QUAD POWER MOD-28AMP	1
P24848-001	SENSOR, BOARD - 150 CAR SP.	2
EMS4011	SOFT START, EMS C1MR-PSU4011	1
USP32894	STEP, KONE, COMPLETE, 40"	20
HC-RB4-SCRI	TRACTION IMC SCR RELAY BOARD	3

**EXHIBIT K**

**SYSTEMS DESCRIPTION  
IAH**

<b>UNIT ID</b>	<b>UNIT &amp; NUMBER</b>	<b>AREA SERVICED</b>	<b>SERIAL NO.</b>	<b>CONTROLLER</b>	<b>CODE</b>	<b>INSTALLED</b>
A -1	Elevator A1	Main Lobby - Train tunnel to Roof level	3003411	MCE	T	1968
A -2	Elevator A2	Main Lobby - Train tunnel to Roof level	3003412	MCE	T	1968
A -3	Elevator A3	Main Lobby - Train tunnel to Roof level	3003395	MCE	T	1968
A -4	Elevator A4	Main Lobby - Train tunnel to Roof level	3003396	MCE	T	1968
A -5	Elevator A5	Main Lobby - North East Mezzanine	3003809	MCE	H	1968
A -6	Elevator A6	Main Lobby - South East Mezzanine	3003807	MCE	H	1968
A -7	Elevator A7	South East street level to ticketing	3003808	MCE	H	1968
A -8	Elevator A8	North East street level to ticketing	3020266	MCE	H	1968
A -1 DN	Escalator A1 - Down	Baggage level down to Train level	341768	OTIS	E	
A -1 UP	Escalator A1 - Up	Baggage level Up to Main ticket level	341770	OTIS	E	
A -2 DN	Escalator A2 - Down	Ticket level down to Baggage level	341769	OTIS	E	
A -1E	Elevator A1E East Garage	Street to Seventh Floor Parking	3037478	MCE	T	1998
A -2E	Elevator A2E East Garage	Street to Seventh Floor Parking	3037479	MCE	T	1998
A -3E	Elevator A3E East Garage	Street to Seventh Floor Parking	3037480	MCE	T	1998
A -4E	Elevator A4E East Garage	Street to Seventh Floor Parking	3037481	MCE	T	1998
A -5E	Elevator A5E East Garage	Street to Seventh Floor Parking	3037482	MCE	T	1998
A -6E	Elevator A6E East Garage	Seventh floor parking to Roof	3042617	MCE	H	1998
A -1N	Elevator A1N (North)	Ramp to gate level	3022003	MCE	H	2001
A -2N	Elevator A2N (North)	Baggage make up to gate level	3021997	MCE	H	2001
A -3N	Elevator A3N (North)	Baggage make up to Food Court	3021999	MCE	H	2001
A -4N	Elevator A4N (North)	Ramp to gate level	3022001	MCE	H	2001
A -5N	Elevator A5N (North)	Ramp to gate level	3022005	MCE	H	2001

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
A -1S	Elevator A1S (South)	Ramp to Ticketing Level (East End)	456120	OTIS	H	2000
A -2S	Elevator A2S (South)	Ramp to Ticketing Level (Center)	456121	OTIS	H	2000
A -3S	Elevator A3S (South)	Ramp to Ticketing Level (Center West)	456122	OTIS	H	2000
A -4S	Elevator A4S (South)	Ramp to Ticketing Level (West End)	456123	OTIS	H	2000
A -LL-UP	Escalator A-LL - Up	Train Level to Baggage Level	341767	OTIS	E	
A -NE-1	Escalator ANE1 - Up	North East street level up to ticketing	2103235	O & K	E	
A -NE-2	Escalator ANE2 - Down	Ticketing down to North East street level	2103236	O & K	E	
A -SE-3	Escalator ASE3 - Up	South East street level up to ticketing	210232	O & K	E	
A -SE-4	Escalator ASE4 - Down	Ticketing down to South East street level	210233	O & K	E	
ADMN - E1	Elevator 01	East Side, Administration Building	465939	OTIS	H	2000
ADMN - E2	Elevator 02	West Side, Administration Building	465938	OTIS	H	2000
APM -01	Elevator APM Repair Station	APM Repair Station Passenger, Parking to Train	EN9810	MCE	H	2003
APM -02	Elevator APM Repair Station	APM Repair Station Freight, Parking to Train	EN9811	MCE	H	2003
APM -B1	Elevator APM Station Term B	APM Station to Term B (Kone)	CP93019	MCE	H	1998
APM -B2	Elevator APM Station Term B	APM Station to Term B (Kone)	CP93021	MCE	H	1998
APM -C1	Elevator APM Station Term C	APM Station to Term C (Schindler)	CP93020	MCE	H	1998
APM -D1	Elevator APM Station Term D	APM Station to Term D (Kone)	3099100	MCE	H	2004
APM -B1 DN	Escalator APM Station Term B Down	APM Station down to Term B (Kone)	93014	MCE	E	
APM -B2 DN	Escalator APM Station Term B Down	APM Station down to Term B (Kone)	93013	MCE	E	
APM -B3 UP	Escalator APM Station Term B Up	APM Station up from Term B (Kone)	C1384	MCE	E	
APM -C1 DN	Escalator APM Station Term C Down	APM Station down to Term C (Kone)	93016	MCE	E	
APM -C2 DN	Escalator APM Station Term C Down	APM Station down to Term C (Kone)	93017	MCE	E	
APM -C3 UP	Escalator APM Station Term C Up	APM Station up from Term C (Schindler)	C1385	MCE	E	

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
APM -D1 DN	Escalator APM Station Term D Down	APM Station down to Term D (Thyssen)	1150002789	MCE	E	
APM -D2 DN	Escalator APM Station Term D Down	APM Station down to Term D (Thyssen)	1150002788	MCE	E	
APM -D3 UP	Escalator APM Station Term D Up	Term D up to APM Station (Thyssen)	1150002790	MCE	E	
B -1	Elevator B1	Main Lobby - Train Tunnel to Roof Level	3003406	MCE	T	1968
B -2	Elevator B2	Main Lobby - Train Tunnel to Roof Level	3003407	MCE	T	1968
B -3	Elevator B3	Main Lobby - Train Tunnel to Roof Level	3003400	MCE	T	1968
B -4	Elevator B4	Main Lobby - Train Tunnel to Roof Level	3003401	MCE	T	1968
B -5	Elevator B5	North West gate level to Day Care	199921149	MCE	H	1968
B -6	Elevator B6	SE corner main terminal loading dock to gate level	199921152	MCE	H	1968
B -7	Elevator B7	Main terminal CA1 Kitchen to Food court	3010214	MCE	H	1968
B -1 DN	Escalator B1 Down	Baggage level down to Train Tunnel	341772	OTIS	E	
B -1 UP	Escalator B1 Up	Baggage level up to main ticket level	341774	OTIS	E	
B -2 DN	Escalator B2 Down	Ticket level down to Baggage level	341773	OTIS	E	
B -1N	Elevator B1N (North)	Flight Station 6 ramp to Rotunda	20002604	OTIS	H	1968
B -1W	Elevator B1W (West Garage)	Street to Roof Parking	3006863	MCE	T	1998
B -2W	Elevator B2W (West Garage)	Street to Roof Parking	3006864	MCE	T	1998
B -3W	Elevator B3W (West Garage)	Street to Roof Parking	3006865	MCE	T	1998
B -4W	Elevator B4W (West Garage)	Street to Roof Parking	3006866	MCE	T	1998
B -5W	Elevator B5W (West Garage)	Street to Roof Parking	3006867	MCE	T	1998
B -LL-UP	Escalator B-LL - Up	Train tunnel up to Baggage level	341771	OTIS	E	
C -1	Elevator C - 1	Main Lobby Train Tunnel to Roof	29095	MCE	T	1980
C -2	Elevator C - 2	Main Lobby Train Tunnel to Roof	CT88459	MCE	T	1980
C -3	Elevator C - 3	Main Lobby Train Tunnel to Roof	29097	MCE	T	1980
C -4	Elevator C - 4	Main Lobby Train Tunnel to Roof	29098	MCE	T	1980
C -5	Elevator C - 5	Main Lobby Baggage to Ticketing	92689	MONT	H	1980

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
C -6	Elevator C - 6	Main Lobby South Side Basement	3014254	MONT	H	1980
C -1 DN	Escalator C1 - Down	Baggage level to Train tunnel	CE881240	MONT	E	
C -1 UP	Escalator C1 - Up	Baggage level to Ticket Level	CE39463	MONT	E	
C -2 DN	Escalator C2 - Down	Ticket level to Baggage level	CE39462	MONT	E	
C -2 UP	Escalator C2 - Up	Ticket level to Mezzanine level	CE84648	MONT	E	
C -3 DN	Escalator C3 - Down	Mezzanine level to Ticket level	CE84649	MONT	E	
C -2N-DN	Escalator C2N - Down	North Concourse to Baggage level	88453	MONT	E	
C -2S-DN	Escalator C2S - Down	South concourse to Baggage level	CE88453	MONT	E	
C -8N	Elevator C - 8N	North Loading Dock to Concourse	88465	MONT	H	1980
C -9N	Elevator C - 9N	North Ticket Level to Mezzanine	88454	MONT	H	1980
C -10S	Elevator C - 10S	South Ticket Level to Mezzanine	88455	MONT	H	1980
C -11S	Elevator C - 11S	South Loading dock to Concourse	88466	MONT	H	1980
C -12S	Elevator C - 12S	South Loading dock to Concourse	88467	MONT	H	1980
C -13N	Elevator C - 13N	North Loading dock to Concourse	88468	MONT	H	1980
C -14N	Elevator C - 14N	North Side Walk to Basement	8125/39472	MONT	H	1980
C -15S	Elevator C - 15S	South Side Walk to Basement	CP39473	MONT	H	1980
C -E-1	Elevator CE - 1	C - East Garage Second Level to Roof	CT84652	MONT	T	1980
C -E-2	Elevator CE - 2	C - East Garage Second Level to Roof	CT84653	MONT	T	1980
C -E-3	Elevator CE - 3	C - East Garage Second Level to Roof	CT84654	MONT	T	1980
C -E-4	Elevator CE - 4	C - East Garage Train Tunnel to Roof	CT84655	MONT	T	1980
C -L1-UP	Escalator CL1 Up	C - Link check point up to gate D4	CE40875	MONT	E	
C -LL-UP	Escalator CLL - Up	Train Tunnel to Baggage Level	CE39461	MONT	E	
C -MSW-1N	Moving Sidewalk CMSW - 1N	Main Terminal to North Concourse	65811480-100-002	THYSSEN	MS	
C -MSW-1S	Moving Sidewalk CMSW - 1S	Main Terminal to South Concourse	CW88450	MONT	MS	
C -MSW-2N	Moving Sidewalk CMSW - 2N	North Concourse to Main terminal	65811480-100-001	THYSSEN	MS	
C -MSW-	Moving Sidewalk CMSW	South Concourse to Main terminal	88449	MONT	MS	

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
2S	- 2S					
C -W-1	Elevator C1 - W	C - West Garage Level 1 to Roof	29100	MCE	T	1980
C -W-2	Elevator C2 - W	C - West Garage Level 1 to Roof	29101	MCE	T	1980
C -W-3	Elevator C3 - W	C - West Garage Level 1 to Roof	29102	MCE	T	1980
C -W1-UP	Escalator CW1 - Up	Train Tunnel to C West Garage	CE39465	MONT	E	
D -1	Elevator D 1	Far West @ North Corner, Near gate # 4	CP63559	MONT	H	1989
D -1A	Elevator D1A	C - Link Check Point to Gate D4	3031537	MCE	H	1989
D -2	Elevator D 2	West -East in Customs area to Baggage claim area	CP63561	MONT	H	1989
D -3	Elevator D 3	Center - South, North of 3 Escalator, Level 88 to Level 121	CP63562	MONT	H	1989
D -5	Elevator D 5	Center-Front West pedestrian Tunnel to Level 88	CP63566	MONT	H	1989
D -6	Elevator D 6	Center-Front West pedestrian Tunnel to Level 89	CP63563	MONT	H	1989
D -7	Elevator D 7	East Central @ Center level 74 to level 121	CP63565	MONT	H	1989
D -8	Elevator D 8	Far East @ North Corner, By gate 11. Level 100 to Level 121	CP63560	MONT	H	1989
D -E-1	Escalator DE1 Down	Center-Front West level 88 Down to pedestrian tunnel	CE63547	MONT	E	
D -E-2	Escalator DE2 Up	Center-Front East pedestrian tunnel up to level 88	CE63548	MONT	E	
D -E-3	Escalator DE3 Up	Security area center, North escalator level 88 to level 121	CE63557	MONT	E	
D -E-4	Escalator DE4 Up	Security area center escalator level 88 to level 121	CE63556	MONT	E	
D -E-5	Escalator DE5 Down	Security area center, South escalator level 121 to level 88	CE63555	MONT	E	
D -E-8	Escalator DE8 Down	Train station Walkway to Train station	CE63550	MONT	E	
D -E-9	Escalator DE9 Up	Train station to Train station Walkway	CE63551	MONT	E	
D -E-13	Escalator DE13 Down	Far west @ North Near gate 4, Level 121 down to level 111	CE63553	MONT	E	
D -E-15	Escalator DE15 Down	Far East @ North, by gate 11& 12, Level 121 down to level 111	CE63554	MONT	E	
D -E-16	Escalator DE16 Down	Far East @ Gate 12	CEP 95897	MONT	E	

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
D -E-17	Escalator DE17 Down	Far East @ Gate 13	CEP 95896	MONT	E	
D -MSW-1	Moving Sidewalk DMSW - 1	Far East Gate - 9 Level 111	72789	MONT	MS	
D -MSW-2	Moving Sidewalk DMSW - 2	Gate 7 Level 111	CW64853	MONT	MS	
D -MSW-3	Moving Sidewalk DMSW - 3	C - Link Customs level 111	CW72790	MONT	MS	
D -MSW-4	Moving Sidewalk DMSW - 4	C - Link Customs level 121	CW63558	MONT	MS	
D -MSW-6	Moving Sidewalk DMSW - 6	C - Link level 121	CW95894	MONT	MS	
D -MSW-7	Moving Sidewalk DMSW - 7	C - Link level 121	95895	MONT	MS	
D -MSW-8	Moving Sidewalk DMSW - 8	Customs to C - Link check point	CE140874	MONT	MS	
E -1	Escalator E-1 Up	FIS I Lobby - Walkway	1150002779	THYSSEN	E	
E -2	Escalator E-2 Down	FIS I Lobby - Walkway	1150002780	THYSSEN	E	
E -3	Escalator E-3 Up	FIS 1 Lobby - 2 Ticketing	1150002782	THYSSEN	E	
E -4	Escalator E-4 Down	FIS 2 Ticketing - 1 Lobby	1150002781	THYSSEN	E	
E -5	Escalator E-5 Up	FIS LL Baggage Claim Inspections - UL Arrival Inspections	1150002794	THYSSEN	E	
E -6	Escalator E-6 Down	FIS - UL Arrival Inspections - LL Baggage Claim Inspections	1150002793	THYSSEN	E	
E -7	Escalator E-7 Down	FIS - East	1150002784	THYSSEN	E	
E -8	Escalator E-8 Down	FIS - East	1150002783	THYSSEN	E	
E -9	Escalator E-9 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002787	THYSSEN	E	
E -10	Escalator E-10 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002786	THYSSEN	E	
E -11	Escalator E-11 Down	FIS UL Term E Link - LL, by Elevator E-63	1150002785	THYSSEN	E	
E -12	Escalator E-12 Down	FIS Crew Escalator UL Continental - LL Customs Baggage Claim	1150002795	THYSSEN	E	
E -51	Elevator E-51	FIS Parking Lot 8 - Train Level	3100307	MCE	T	2004
E -52	Elevator E-52	FIS Parking Lot 8 - Train Level	3100308	MCE	T	2004
E -53	Elevator E-53	FIS Parking Lot 8 - Level 1, Lobby	3100312	MCE	T	2004
E -54	Elevator E-54	FIS Parking Lot 8 - Level 1, Lobby	3100313	MCE	T	2004
E -55	Elevator E-55	FIS 1 Baggage Arrival Inspect - 2 Inspections	3099098	MCE	H	2004

UNIT ID	UNIT & NUMBER	AREA SERVICED	SERIAL NO.	CONTROLLER	CODE	INSTALLED
		Area				
E -56	Elevator E-56	FIS 1 Baggage Arrival Inspect - 2 Inspections Area	3099099	MCE	H	2004
E -57	Elevator E-57	FIS Freight w/ reader	3099110	MCE	H	2004
E -58	Elevator E-58	FIS w/ reader, 2 Transit Lounge - 1 Offices	3099103	MCE	H	2004
E -59	Elevator E-59	FIS Serv Car, 1 Storage -	3099104	MCE	H	2004
E -60	Elevator E-60	FIS 1 Baggage Claims Inspect - 2 Arrival Inspect	3099092	MCE	H	2004
E -61	Elevator E-61	FIS 1 Baggage Claims Inspect - 2 Arrival Inspect	3099093	MCE	H	2004
E -62	Elevator E-62	FIS 2-sided Serv Car w/ reader, Bsmt - 1 = Bag Carr 12 - M - 2	3099111	MCE	H	2004
E -63	Elevator E-63	FIS two-sided, UL Term E Link - LL, by Esc Units 9, 10, & 11	3105569	MCE	H	2004
E -64	Elevator E-64	FIS Crew Elevator behind glass walls, 1 Customs Exit - 2 Customs	3105568	MCE	H	2004
WCL -C	Wheelchair Lift C	Terminal C AOA West Side Bus Station		Wheel-O-Vator	WCL	
WCL -D	Wheelchair Lift D	Customs office up to Apron level	P41744	CONCORD	WCL	

Note: Some elevators have newer controllers since the initial installation.

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MS represents moving sidewalk
- WCL represents wheel chair lift

HOU

1	Elevator H1	ESCO 815170	BAGGAGE/TERMINAL	T
2	Elevator H2	ESCO 815171	BAGGAGE/TERMINAL	T
3	Elevator H3	ESCO 815172	PARKING GARAGE	T
4	Elevator H4	ESCO 815173	PARKING GARAGE	T
5	Elevator H6	ESCO 815175	PARKING GARAGE	H
6	Elevator H7	ESCO ESI 82137	HANDICAP MAIN TERMINAL	H
7	Elevator H8	ESCO ESI 1718	FREIGHT	H
8	Elevator H9	HOU HES 1138	FAA BUILDING	H
9	Elevator H10	MCE	SWA BUILDING	H
10	Elevator H11	MCE	CENTRAL CONCOURSE WEST	H
11	Elevator H12	MCE	CENTRAL CONCOURSE FREIGHT	H
12	Elevator H13	MCE	CENTRAL CONCOURSE OFFICES	H
13	Elevator H14	MCE	CENTRAL CONCOURSE EAST	H
14	Escalator 1	MONT. CE 47769	BAGGAGE TO LOBBY	E
15	Escalator 2	SCHIND 4001597	PARKING TO LOBBY	E
16	Escalator 3	SCHIND 4001818	BAGGAGE TO WEST LOBBY	E
17	Escalator 4	SCHIND 4004486	WEST LOBBY TO BAGGAGE	E
18	Moving Sidewalk 1	MONTGOM	CENTRAL CONCOURSE WEST	MSW
19	Moving Sidewalk 2	MONTGOM	CENTRAL CONCOURSE EAST	MSW

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MSW represents moving sidewalk
- WCL represents wheel chair lift

### HOU (Continued)

Total HOU	
Traction Elevators (T)	0
Hydraulic Elevators (H)	13
Escalators (E)	4
Wheel Chair Lifts (WCL)	0
Moving Sidewalks (MSW)	2
<b>Total</b>	<b>19</b>

Code Legend:

- T represents Traction elevator
- H represents hydraulic elevator
- E represents escalator
- MSW represents moving sidewalk
- WCL represents wheel chair lift

### SUMMARY HAS

Total HAS	
Traction Elevators (T)	33
Hydraulic Elevators (H)	70
Escalators (E)	58
Wheel Chair Lifts (WCL)	2
Moving Sidewalks (MSW)	13
<b>Total</b>	<b>176</b>

## EXHIBIT L

### Report Summaries

#### Schedule of Weekly Preventive Maintenance - Weekly

A week in advance schedule of Preventive Maintenance to be performed by Contractor.

#### Monthly Report or As Requested by HAS.

#### Report #1 Preventative Maintenance Checklist - Monthly

This is a listing of every unit, the date that the scheduled Preventative Maintenance work was performed and the name of the Mechanic completing the work.

#### Report No. 1 Monthly Preventative Maintenance Work For IAH

Date:

UNIT ID	UNIT & NUMBER	Technician	Completed
A1	Elevator A1		
A2	Elevator A2		
A3	Elevator A3		
A4	Elevator A4		
A5	Elevator A5		
A6	Elevator A6		
A7	Elevator A7		
A8	Elevator A8		
A1N	Elevator A1N (North)		
A2N	Elevator A2N (North)		
A3N	Elevator A3N (North)		
A4N	Elevator A4N (North)		
A5N	Elevator A5N (North)		
A1E	Elevator A1E East Garage		
A2E	Elevator A2E East Garage		
A3E	Elevator A3E East Garage		
A4E	Elevator A4E East Garage		
A5E	Elevator A5E East Garage		
A6E	Elevator A6E East Garage		
A1S	Elevator A1S (South)		
A2S	Elevator A2S (South)		
A3S	Elevator A3S (South)		
A4S	Elevator A4S (South)		
A-LL UP	Escalator A-LL - UP		
A1 UP	Escalator A1 - UP		

**Report No. 1**  
**Monthly Preventative Maintenance Work For IAH**

**Date:**

<b>UNIT ID</b>	<b>UNIT &amp; NUMBER</b>	<b>Technician</b>	<b>Completed</b>
A2 DN	Escalator A2 - Down		
A1 DN	Escalator A1 - Down		
ANE- 1	Escalator ANE1 - UP		
ANE- 2	Escalator ANE2 - Down		
ASE- 3	Escalator ASE3 - UP		
ASE- 4	Escalator ASE4 - Down		
B1	Elevator B1		
B2	Elevator B2		
B3	Elevator B3		
B4	Elevator B4		
B5	Elevator B5		
B6	Elevator B6		
B7	Elevator B7		
B1N	Elevator B1N (North)		
B1W	Elevator B1W (West Garage)		
B2W	Elevator B2W (West Garage)		
B3W	Elevator B3W (West Garage)		
B4W	Elevator B4W (West Garage)		
B5W	Elevator B5W (West Garage)		
B- LLUP	Escalator B-LL - UP		

**Report No. 2 - Daily Maintenance Log - Monthly**

This report consists of a summary page that compiles the statistics for all trouble tickets received for units during the calendar month and separate tabs for each of the main terminals at the airport. The data on the terminal tabs will include all essential details of each trouble ticket.

TECH	UNIT	TROUBLE TICKET #	DATE IN	DATE OUT	START	STOP	TIME	DISPATCHER	REPORT	DISPOSITION
	A1									
	A2 DN									
	A4E									
	A6E									
	A3									
	A3									
	A3									
	A1									
	A1 UP									
	A2N									
	A3N									
	A1 UP									
	A1 DN									
	A3S									
	A3									
	ANE-1 UP									
	A SE-3 UP									
	ANE-1 UP									
	A1 UP									

**Report No. 3 - Status of Systems and Equipment - Monthly**

This is a listing of the operational status of all units. Only units that are not operational or that have operating concerns will be listed, but a summary statement for all other units will be included.

<b>Report #3</b>		
<b>Status of Systems and Equipment For IAH</b>		
<b>Date:</b>		
<b>UNIT ID</b>	<b>UNIT &amp; NUMBER</b>	<b>Status</b>

**Report No. 4 - Parts Utilization, By Unit - Monthly**

This is a listing of every unit, showing all significant parts that were utilized each the unit during the calendar month. Only units that had significant part installed or replaced will be listed, but a summary statement for all other units will be included.

**REPORT #4**  
**Parts Utilization, by Unit**

**Date:**

<b>UNIT ID</b>	<b>UNITS &amp; NUMBERS</b>	<b>PARTS USED</b>
		77 of 83

**Report No. 5 - List of Major Equipment Breakdowns and Shutdowns- Monthly**

This report shows all units which were out of service beyond 2 hours, except as permitted by Contract for OSR Work, Annuals and during Preventative Maintenance Time (midnight to 600 a.m. daily). The report will list the nature, duration and date of the outage. Only units which were out of service beyond 2 hours and units which were shut down for maintenance outside Preventive Maintenance Time will be listed, but a summary statement for all other units will be included.

**Monthly Report of Major Equipment Breakdowns and Shutdowns Required for Maintenance  
for: IAH January 2009**

UNIT	TROUBLE TICKET #	REPORT	DATE IN	DATE OUT	DISPOSITION	START	STOP	TIME

**Report No. 6 - List of Breakdown Repair Time - Monthly**

This is a listing of all units that had a trouble ticket during the calendar month. The report will include the total number of trouble tickets, the total duration of the tickets and the average duration. This report will also include a detail description of service credits applied by HAS on any unit, when it applies. Only units which had a trouble ticket will be listed, but a summary statement for all other units will be included.

**Monthly Report of Breakdown Repair Time**

**Date:**

Line	UNIT ID	UNIT & NUMBER	Total Tickets	Total Time	Average Time

**Report No. 7 - Deteriorating Equipment and Inefficient Conditions - Monthly**

This is a listing of all units that are known to have deteriorating conditions which could reasonably impact their operating performance. A listing of measures beyond schedule Preventative Maintenance that were taken on all units in order to prevent service interruptions and to keep the units operating efficiently. The report will show the nature of the problem and any known corrective measures. Only units which have such conditions will be listed, but a summary statement for all other units will be included.

**Monthly Report of Deteriorating Equipment and Inefficient Conditions - IAH**

**DATE:**

UNIT ID	UNIT & NUMBER	Deteriorating Equipment and Inefficient Conditions Found

**Report No. 8 - Fire Service and Emergency Lighting Report - Monthly**

This is a listing of all units that have Fire Service and Emergency Lighting. The report will list each unit, the date the systems were tested, and all corrections that were needed as a result of the tests. Only units which have had such work systems will be listed, but a summary statement for all other units will be included.

**Monthly Report of Fire Service and Emergency Lighting**

DATE:				
Line	UNIT ID	UNIT & NUMBER	Date Fire Service Checked	Date Emergency Lighting Checked

**Report No. 9 - List of Inventory in Stock - Monthly**

This report will list the inventory of parts that are required under Paragraph 11.4, Exhibit "A". All parts assigned to the Contract by HAS are to be listed on this report, showing the part number, description and quantity in hand.

**List of Inventory in Stock**

DATE:				
Part NO.	ITEMS	TYPE	MANUFACTURER	STOCK

**Report No. 10 - Quality Control Program - Monthly**

This report will list all units which were surveyed under the Quality Control Program. The report will show the unit identification, name of inspector, date of inspection and all deviations found. Only units which have been scheduled for survey will be listed, but a summary statement for all other units will be included.

**Monthly Quality Control (QC) Program**

DATE:

Line	UNIT ID	UNIT & NUMBER	QC by:	Date	Deviations Found:

**Report No. 11 - Backup Power System Test Log – Monthly**

This is a listing of the test of the backup power system on all units that are equipped with them. The report will show the unit identification, the date of the test and all the test results. Only units which are equipped with these systems will be listed, but a summary statement for all other units will be included.

**Backup Power System Test Log**

**DATE:**

<b>Line</b>	<b>UNIT ID</b>	<b>UNIT &amp; NUMBER</b>	<b>Date Checked</b>	<b>Check Status</b>

**Report No. 12 - Backup Battery Test Log - Monthly**

This is a listing of the test of the backup battery system on all units that are equipped with them. The report will show the unit identification, the date of the test and all the test results. Only units which are equipped with these systems will be listed, but a summary statement for all other units will be included.

**Backup Battery Test Log**

**DATE:**

<b>Line</b>	<b>UNIT &amp; NUMBER</b>	<b>Date Verified</b>	<b>Check Status</b>

**Report No. 13 - Monthly Meeting Minutes - Monthly**

This will be an accurate gist of discussions held during the scheduled Monthly Meeting for the calendar month. This report will be a reproduction of the final version of the minutes as distributed to HAS.

Report #13 Monthly Meeting Minutes	
<b>Contractor Name:</b>	
<b>In Attendance:</b>	
1.	
2.	
3.	
4.	
5.	
<b>Items discussed:</b>	
<b>1. Work Status</b>	
<b>A. Pending Contractor Work:</b>	
<b>B. Contractor Work in Progress:</b>	
<b>C. Completed Contractor Work:</b>	
<b>2. Open Items:</b>	
<b>3. New Items:</b>	

**Report No. 14 - Results of Inspections and Tests – Semi-Annually**

This is a listing of any units that had an outside inspection or test scheduled. This includes permit inspections and maintenance inspections. Only inspected units will be listed, but a summary statement for all other units will be included.

**Report No. 15 - Annual Inspection Schedule - Annually**

This report will be a listing of the current schedule for the Annual Permit Inspections. All units will be shown on this report, with their scheduled dates. Once the Permit Inspections are completed for the current year, this report will have a statement of when the next Permit Inspections are scheduled to begin.

**Report No. 16 - Annual Shutdown Summary Report – Annually**

Once the Annual Shutdown begins, this will be a monthly listing of the Annual Shutdown work completed during the calendar month. Only those units completed will be listed, with the date of each completion but a summary statement for all other units will be included. After Annuals, this report will show the date the last Annual Shutdown was completed and the date the next Annual Shutdown is to begin.

**EXHIBIT M**

**PERFORMANCE BOND**

**THE STATE OF TEXAS §**

**§**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HARRIS §**

**THAT WE,** \_\_\_\_\_ as principal, hereinafter called "Contractor" and the other subscriber hereto \_\_\_\_\_ as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS-\$1,500,000) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing with the City of Houston, Texas, for \_\_\_\_\_

all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set in full herein.

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

It is further understood and agreed that the Surety does hereby relieve the City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Houston shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Houston shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

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

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

If the Contract Price is greater than \$1.2 million and in the event that the City of Houston shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the sum of ten percent (10%) of whatever amount may be recovered by the City in suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be indemnity to the City of Houston for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**IN TESTIMONY THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

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

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST/WITNESS:** (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

\_\_\_\_\_  
Name: (Typed)  
Title:  
Date:

(Address of Surety for Notice)

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: (Typed)  
Title:  
Date:

Address of the Purchasing Agent  
901 Bagby  
Houston, TX 77002

\_\_\_\_\_  
Purchasing Agent of the City of Houston

This Ordinance and/or Contract have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

END OF DOCUMENT