

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S10-T23660

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE: 559-18

SOLICITATION DUE DATE/TIME: JUNE 4, 2010 at 2:00 P.M., CST

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: AUTOMATED PEOPLE MOVER (APM)
OPERATIONS & MAINTENANCE SERVICES

PRE-PROPOSAL CONFERENCE:	<i>Date</i> MAY 19, 2010	<i>Time</i> 1:30 PM	<i>Location</i> Tech. Services Conference Rm. 113 18600 Lee Rd., Humble TX, 77338
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In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals offering the best value for the City for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Greg Hubbard

Name

Greg.Hubbard@houstontx.gov

E-Mail Address

City Purchasing Agent, Deputy Director

5-10-10

Date

1.0 SUBMITTAL PROCEDURE:

1.1 Nine (9) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

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

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

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

3.2 SITE VISIT

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

3.2.2 Site visit at George Bush Intercontinental Airport will start at 18600 Lee Rd, Humble, TX 77338, immediately after the Pre-Proposal Conference. Transportation will be provided to the site(s) by HAS.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Greg Hubbard, telephone: 832.393.8748, fax: 832.393.8759, or using the preferred e-mail method: greg.hubbard@cityofhouston.net, no later than Friday, May 21, 2010 by 4:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

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

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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of Houston in writing or in this RFP should be used in preparing Proposal responses.

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

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

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

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

8.1 It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Proposal discussions with any Offeror(s).

9.0 PROTEST:

9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the Contract award.

9.2 A protest shall include the following:

9.2.1 The name, address, e-mail, and telephone number of the protester;

9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

9.2.3 Identification of the RFP description and the RFP or Contract number;

9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

9.2.5 The desired form of relief or outcome, which the protester is seeking.

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- 1.0 This RFP does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact Terms and Conditions of the Contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall have a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year renewal terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the HAS Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to Contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent or HAS Director.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

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

1.2 INDEMNIFICATION

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

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY@) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

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

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 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.

2.3 Defense of Claims

2.3.1 Assumption of Defense. Prime Contractor 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 must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

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

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or 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 of Best's Key Rating Guide, Property-Casualty United States.

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
- 3.2.1.1 \$2,500,000 per occurrence
 - 3.2.1.2 \$5,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation including Broad Form All States Endorsement:
- 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
- \$1,000,000 Combined Single Limit per occurrence (\$5,000,000 if used on airside at IAH)
- Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
- 3.2.4.1 Bodily injury by accident \$500,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$500,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$500,000 (each employee)
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston. You must give 30 days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.
- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format)
 - 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

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- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

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4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

5.0 INSPECTIONS AND AUDITS:

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

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The Specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the Specifications, Terms and Conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

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1.0 LOCAL MINORITY/WOMEN BUSINESSES ENTERPRISES PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 **11%** of the value of this Agreement to M/WBEs. 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.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. 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.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 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. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering into Contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a Contract is defined as any Contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit IV** of this RFP describes the Contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VI** contains the standard language, which will be used in each Contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

GENERAL TERMS AND CONDITIONS
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6.0 PROJECT ADMINISTRATION:

6.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the Project Manager at the Pre-Proposal conference.

7.0 PERFORMANCE BOND

7.1 Contractor shall furnish and maintain throughout the contract term a performance bond in the amount of 100% of the annual applicable contract year. Contractor shall renew this bond for each renewal year of this Agreement in an amount equal to the contract amount for the applicable renewal term. The bond shall be conditioned upon Contractor's full and timely performance of this Agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and be in the form set out in Exhibit "X."

7.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Contractor (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond..

8.0 PROPOSER QUALIFICATIONS:

8.1 Proposer must be able to demonstrate that they have sufficient expertise, qualified personnel experienced in Operation, and Maintenance of APM Systems specified in the RFP. Proposer must demonstrate that their company is currently providing APM services of similar size and scope of work specified in the Proposal including ability to provide OEM parts and operate SIMS. Proposer must have been actively engaged as an actual business entity in the activities described in this RFP for at least five (5years) immediately prior to the submission of their Proposal. Proposer's capability and experience shall be a factor in Proposal evaluation.

9.0 PROCUREMENT TIMELINE/SCHEDULE:

9.1 Listed below are the important estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	May 14, 2010
Pre-Proposal Conference	May 19, 2010
Questions from Proposers Due to City	May 21, 2010
Proposals Due from Offeror(s)	June 4, 2010

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1.0 BACKGROUND

1.1 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), and Ellington Airport (EFD). HAS passenger traffic is approximately fifty (50) million passengers a year. The services requested within this RFP are for (IAH). Managing the Airports include coordinating with FAA, air carriers, and other Federal agencies to maintain the highest standards of service and safety to Airport patrons. Operation and maintenance of the Airport Above Ground Automated People Mover System (APM) serves a vital role in the efficient operation of the HAS.

2.0 PURPOSE

2.1 The City of Houston is seeking proposals for the operation, and maintenance of the APM Systems as specified in the RFP. A contract resulting from this RFP would have a term of three (3) years with two (2) optional years.

3.0 GENERAL SCOPE OF WORK

3.1 Proposer shall provide complete operation, and maintenance of existing APM Systems. The work to be provided by the Proposer includes Basic Services and Other Work/Services.

4.0 STATEMENT OF WORK

4.1 The Proposer shall provide all labor and material to perform the Work in compliance with the terms and conditions of the Agreement. The Proposer shall provide, train, and supervise all operations and maintenance personnel; and provide all materials, equipment and services required to accomplish the tasks specified herein, to assure the entire APM Systems provides safe and reliable service for passengers and employees at the Airport and is operated and maintained in a First Class Condition.

4.2 The Proposer shall perform the operation and maintenance duties set forth herein, including but not limited to Central Control operations; training, certifying/recertifying control operators, technicians and equipment; scheduling of both operations and maintenance functions, and running trains; initiating and supervising train movement; effecting the addition to or removal of trains from service; effecting train and passenger emergency procedures; supervising and effecting the removal of disabled vehicles from service; data collection, analysis, and reporting; conducting service availability monitoring; performing cleaning and preventive, corrective, and major maintenance on APM components; and replacement of parts for the APM System.

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5.0 MANAGEMENT AND TECHNICAL RFQ INFORMATION TO BE SUPPLIED BY PROPOSER

Proposers shall respond to the following. *Please repeat the question in your text and provide your answer directly below it.* Answers **must** be precise and to the point. Marketing material is not an acceptable substitute for a direct answer.

5.1 Execution Summary

5.1.1 Provide an executive summary, containing synopsis of Proposer's history, project development approach, pricing structure, and APM Systems service capability.

5.2 Management Approach

5.2.1 Define Proposer's approach to managing, operating, and maintaining APM Systems at the Airport.

5.2.2 Provide Proposer's approach and methodology for Phase-In transition.

5.2.3 State how the Proposer intends to meet the requirements of this RFP. Proposer's response must include, but is not limited to proposing / describing methodologies, approaches, and technical / innovative solutions.

5.2.4 Provide a chart showing corporate organization starting from the CEO to the Project Manager and indicate how this organization will interface with HAS.

5.2.5 Identify the corporate personnel who will have oversight of the Agreement and provide a resume of these individuals.

5.3 Spare Parts

5.3.1 Describe Proposer's plan for providing and managing spare parts, replacement parts, equipment, expendables, and consumables required for maintenance, etc. under the Agreement. Provide proof that Proposer can supply parts/equipment from OEMs.

5.4 Site Information Management System (SIMS)

5.4.1 Provide verification that your company has experienced in providing / operating and maintaining the SIMS specified in the RFP.

5.4.2 Described your plan and schedule for deploying the SIMS on this project

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5.5 Financial / Insurance

- 5.5.1 Provide the latest audited annual financial statements for the last two (2) years to demonstrate sufficient financial resources.
- 5.5.2 Provide evidence that Proposer can provide the insurance indicated in the Request for Proposal.

5.6 Project Organization / Staffing

- 5.6.1 Describe Proposer's staffing Proposal for managing, operating, and maintaining the APM Systems.
- 5.6.2 Describe Proposer's plan for transition during phase-in. Describe Proposer's staffing strategies to ensure compliance with all phase-in requirements.
- 5.6.3 Describe positions, qualifications and duties for all proposed staffing.
- 5.6.4 Describe customer dispute resolution process.
- 5.6.5 Describe how Proposer would develop and implement a full service 24/7, 365 days per year schedule detailing the responsibilities of assigned personnel.
- 5.6.6 Describe Proposer's contingency plan in addressing additional staffing requirements that may be required for emergencies, inclement weather conditions, etc.
- 5.6.7 State how Proposer will ensure that resources are effectively applied to accomplish RFP scope of work.
- 5.6.8 Describe productivity enhancement program(s).
- 5.6.9 Define Proposers competitive advantages for the services requested in this RFP.

5.7 Quality

- 5.7.1 Describe Proposer's Quality Assurance Program or continuous improvement process program currently in place.
- 5.7.2 Describe Proposer's process for rectifying or minimizing recurrences of quality problems.
- 5.7.3 Describe Proposer's organization's program for ensuring a high quality of work.

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5.7.4 Describe how Proposer’s organization would manage and resolve complaints, including those of The City of Houston. How does Proposer capture and report customer feedback?

5.7.5 Describe Proposer’s tracking and reporting mechanisms for documenting service and quality.

5.8 Other Work/Services

5.8.1 Identify key personnel your company would propose for providing other work/services candidates specified in the RFP

5.9 Training

5.9.1 Describe Proposer’s training program including but not limited to procedures and checklists for ensuring all personnel, including newly-hired workers, are familiar with all work at the APM.

5.10 Energy Management

5.10.1 Describe Proposer’s approach and methodology for:

5.10.1.1 Operating and maintaining APM Systems in a manner to utilize the energy source which produces the lowest cost.

5.10.1.2 Evaluating energy usage and identifying opportunities for efficiencies/savings.

5.10.1.3 Identifying energy conservation strategies.

6.0 BASIC SERVICES

6.1 Proposer shall provide complete, operation and maintenance of the APM Systems at IAH 24/7, 365 days per year including, but not limited to, preventative maintenance, corrective maintenance, unscheduled maintenance, scheduled heavy maintenance and overhaul, maintenance record keeping, control and maintenance of manuals, and spare parts inventory in conformance with the specification defined herein and APM Plans and Manuals listed in Attachment III To Exhibit “A” (APM Plans and Manuals Documentation as updated).

6.2 Proposer shall replace any equipment, component, or appurtenance, specified herein, that fails and cannot be repaired as required for the resumption of normal First Class condition. Proposer shall replace all failed or defective equipment and components at Proposer’s cost, with the exception of failures resulting from Force Majeure or vandalism. In the instance of Force Majeure (as defined in the Agreement) or vandalism, the replacement service will be provided as specified in Other Work/Services.

6.3 All parts, equipment, and/or components replaced or newly installed must be new, or rebuilt/reconditioned if no longer available as new. All parts,

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equipment and/or components must be free of defects in material and workmanship and must conform to OEM specification.

7.0 PROPOSER DUTIES

7.1 Turnkey operation and maintenance services provided under the Agreement shall include, but not be limited to, furnishing all services, management, supervision, labor, tools, equipment, parts, materials, consumables, expendables, spare parts, cleaning, adjustment, maintenance, lubrication, repairs, testing, permits, replacement of parts and equipment, and repair of spare equipment for the APM Systems in order to maintain APM Systems in first-class condition.

7.1.1 Maintenance shall be scheduled by the Proposer in such a way to minimize interference with, or effect upon, the operation of the APM. To minimize operational impact, maintenance of certain equipment and fixed facilities, may necessarily have to be carried out at night or in off-peak periods.

7.1.2 Maintenance practices or procedures which may compromise or degrade APM operations must be approved by the Director in advance of their initiation.

7.1.3 Proposer shall provide a Warranty Administration Program for parts and equipment. If the Proposer provides repair parts on equipment under warranty, the Proposer will receive the benefit of the warranty when repair is subject to reimbursement from OEM.

7.1.4 Proposer Basic Service Work shall include, but is not limited to:

7.1.4.1 Operate, and maintain APM systems

7.1.4.2 Phase-in and phase-out

7.1.4.3 Manage and maintain inventory

7.1.4.4 Provide training/safety

7.1.4.5 Implement, test, and acceptance of upgrade

7.1.4.6 Energy management

7.1.4.7 Maintain/clean exterior and interior surfaces of all vehicles

7.1.4.8 Touch-up painting as required

7.1.4.9 Cleaning and janitorial services

7.1.4.10 Provide all replacement parts, equipment, expendables, and consumables required for maintenance, etc., under the Agreement.

7.1.4.11 Maintenance of public address system, CCTV system, and graphics / signage

7.1.4.12 Performance of administrative tasks

7.1.4.13 Attend meetings and provide meeting minutes

7.1.4.14 Operate and maintain SIMS

7.1.4.15 Provide a quality assurance program

7.1.4.16 Issue work orders

7.1.4.17 Prepare and issue reports

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7.1.4.18 Perform housekeeping tasks

- 7.1.5 On occasion, special events may require Proposer extending or reducing APM operation beyond the normal operating hours or altering the mode of operation.
- 7.1.6 Whenever APM vehicles stall, restoration of service to the service mode scheduled for that time shall be given priority by the Proposer.
- 7.1.7 Restoration of service and movements of vehicles under manual control shall be accomplished only by qualified Proposer personnel, and only under the rules and procedures specified in the Operation and Maintenance manuals.
- 7.1.8 Proposer shall be responsible to conduct and carry out any and all passenger evacuations and respond to any emergencies.
- 7.1.9 Proposer shall program the operation of vehicles to distribute the accumulated hours of operation evenly among the vehicles.

8.0 PROPOSER PERFORMANCE

- 8.1 The Proposer shall perform all its obligations and functions under the Agreement in accordance with the requirements and standards contained in the Agreement in a professional and businesslike manner so that the APM is operated and maintained in a first-class condition. The Proposer shall use its best efforts to coordinate its activities with the various users of the Airport and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the Airport, or be offensive to others at the Airport.

9.0 SUPPLEMENTAL SYSTEMS MAINTENANCE

- 9.1 Routine Maintenance - Activities required to provide a clean and aesthetically-pleasing APM for public use, as well as routine inspections and tests designed to identify any unusual or abnormal equipment conditions. Routine maintenance activities shall be as included in the Maintenance Plan.
- 9.2 Scheduled Maintenance - Activities required to keep the APM operating at prescribed levels of safety and reliability which are performed on a recurring basis at specified intervals. Scheduled maintenance activities shall be as included in the Maintenance Plan.
- 9.3 Non-Scheduled Maintenance - any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal APM operations. Non-scheduled maintenance may be required as a result of unsatisfactorily conditions discovered during an inspection or because of an operational failure. Non-scheduled maintenance activities shall be performed on a priority basis as necessary to meet required System Service Availability.

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- 9.4 Ordinary Wear/Tear - Any corrective measure or repair that may be required because of ordinary wear and tear, including but not limited to, touch-up painting, re-upholstering, and re-flooring. Painting of any concrete or masonry surfaces shall not be part of the Proposer requirements of this Agreement. Ordinary wear and tear means damage and deterioration resulting from normal use and exposure.

- 9.5 Vehicles and all On-board Equipment - Proposer shall clean, inspect, service and maintain the entire APM fleet of vehicles, and all maintenance of any special service and maintenance vehicles, including, but not limited to: wheels, vehicle frame, structural members, vehicle body, seats, windows, panels, doors, suspension equipment, propulsion and braking equipment, vehicle control equipment, accessory equipment, door mechanisms, graphics, and air conditioning equipment.

- 9.6 Power Distribution Equipment - Proposer shall clean, inspect, service and maintain all APM power distribution equipment. This shall include but not be limited to:
 - 9.6.1 Substation facilities
 - 9.6.2 Primary and secondary switchgear
 - 9.6.3 Metering equipment
 - 9.6.4 Power circuit breakers
 - 9.6.5 Power transformers
 - 9.6.6 Power rails
 - 9.6.7 Grounding
 - 9.6.8 Lightning and surge protection equipment
 - 9.6.9 Alignment and adjustment of the power distribution rails on the guideway
 - 9.6.10 Tests as provided with the Exhibit A, Attachment III "Maintenance Manuals" to insure corrosion protection (i.e., measurement for stray currents) and voltage of the ground rail with respect to earth ground, shall be conducted routinely and any departures from requirements shall be corrected immediately.

- 9.7 Command, Control, and Communications Equipment - Proposer shall clean, inspect, service and maintain the Central Control equipment and facility, all Automatic Train Control (ATC) equipment, communications equipment, displays, and data processing equipment. Routine tests shall be conducted on any equipment where safety margins used for design of the Automatic Train Protection system (ATP) may vary with use and/or time, such as brake response and performance, stopping distances, interlocks, detection device, and vehicle-door sensitive edges.

- 9.8 Guideway Structures and Equipment - Proposer shall align, adjust, visually inspect, service and maintain the guideway running surfaces, vehicle guidance devices, and switches as required to maintain structural integrity and service life and the specified ride quality and operation of the APM. Upon the issuance of an OSR, the Proposer shall visually inspect the guideway

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structure during the Term of the Agreement in coordination with the Director. Concrete surfaces shall not be painted. Painting of any concrete or masonry surfaces shall not be part of the Proposer requirements of the Agreement.

- 9.9 Station Equipment - Proposer shall visually inspect, service and maintain only APM related station equipment, including only APM related electrical, electronic and mechanical communications, and only APM related passenger controls/displays equipment located at the stations. Upon the issuance of an OSR, the Proposer shall visually inspect the station structure during the Term of the Agreement, in coordination with the Director.
- 9.10 Maintenance & Storage Facility and Equipment - Proposer shall clean, inspect, service and maintain the Maintenance and Storage Facility and all APM related electrical, electronic, and other mechanical equipment and tools used for operating and maintaining the APM. This scope of work excludes infrastructure such as elevators, exterior lighting, HVAC, building panels, and exterior windows.
- 9.11 Air condition inside the vehicles - Vehicles must be maintained at a temperature of 72 degrees, plus or minus one degree at all times.
- 9.12 Other Maintenance - Maintaining updated maintenance manuals, maintenance testing as required and maintenance of tools, equipment and furniture.

10.0 SITE INFORMATION MANAGEMENT SYSTEM (SIMS)

- 10.1 Proposer shall operate and maintain a City owned Site Information Management System (SIMS).
- 10.2 The site information management system is an on-line, inter-active, computer system that provides automated assistance for the day-today activities performed at the field site office(s). SIMS also provides access to a number of industry standard administrative software packages for work processing, spreadsheet generation, and graphics.
- 10.3 The Proposer shall provide any additional equipment / software etc., necessary for seamless operation and maintenance of the SIMS.
- 10.4 The SIMS shall address all human resource requirements, management and the control of purchasing and fixed assets and inventory control. Proposer shall provide inventory control, including all activities required to maintain an adequate supply of materials, supplies, parts and equipment required to operate and maintain the APM Systems. Included are such functions as purchasing and disbursement, receiving, cataloging, storage and requisition control. Proposer shall maintain up-to-date inventory records which include material, supply, part and equipment listings, required quantities and reorder points. The inventory control system shall also provide a means to track orders and shipments prior to receipt. Proposer shall also develop and successfully implement programs to minimize waste, theft, breakage, and

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misuse of APM equipment, parts and consumables. Proposer shall also utilize SIMS to maintain up-to-date records of all maintenance and to manage the maintenance of the APM Systems and sub-systems.

- 10.5 The system, must at a minimum, provide the following data and be audited in SIMS:
 - 10.5.1 Equipment inventory and tracking
 - 10.5.2 Equipment records of maintenance and repairs with complete history
 - 10.5.3 Work order inquiry for each equipment maintained showing material used toward repair of equipment
 - 10.5.4 Automatic scheduling of PM routines
 - 10.5.5 Tracking of warranties
 - 10.5.6 Inventory control and historical inquiry of inventory
 - 10.5.7 Technician identified on each work order
 - 10.5.8 Any other report reasonably required by the Director or reports the system can provide
 - 10.5.9 System availability
 - 10.5.10 Incident tracking
 - 10.5.11 System alarm notification history
 - 10.5.12 Upon expiration or termination of the Agreement, all records and data becomes the property of the City of Houston

11.0 STAFFING

- 11.1 Proposer shall provide an appropriate number of supervised, trained, certified, and skilled full time employees to perform the Work required under the Agreement.
- 11.2 Staffing requirements specified in this RFP are “minimum staffing requirements” only. Proposer shall submit a Staffing Proposal required to maintain the APM Systems per OEM recommended staffing. The Staffing Proposal shall include all the Proposer’s staff, including subcontractors, providing operation, management, administrative, and technical services and functions necessary for effective and timely accomplishments of the RFP requirements.

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11.3 All personnel assigned by the Proposer to perform services on this Agreement will not be assigned to any other projects or contracts managed by the Proposer, unless approved in writing by the Director.

11.4 Project Manager

11.4.1 Proposer shall provide a dedicated and qualified Project Manager, to be located at IAH between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, who shall serve as the main point of contact with HAS. The Project Manager shall have overall responsibility for the operation, and maintenance of the APM Systems. If the Project Manager is to be temporarily off-site, the Director must be notified in writing and an acting Project Manager identified and approved by the Director. The Project Manager must be fully authorized by the Proposer to act for the Proposer in all matters. The Project Manager shall attend regularly scheduled and *ad-hoc* meetings to discuss the maintenance and operation of the systems. The Project Manager shall attend meetings with the Director within 30 minutes notice. The Project Manager shall prepare a typed meeting agenda covering the topics to be discussed and prepare minutes of the meetings in a form satisfactory to the Director. The Project Manager shall issue copies of the minutes to all attendees within three (3) business days following each meeting. The Director will approve the minutes prior to distribution by Proposer.

11.4.1.1 The Project Manager shall have a Bachelor's Degree, or equivalent, and a minimum of five years related experience in the operation and maintenance of APM systems at the project management level.

11.4.1.2 The Director shall have the right in its sole discretion to approve or reject the Project Manager selected (including any replacement managers) by the Proposer, upon discussion and agreement with the Proposer and the Director's approval must be secured prior to Proposer's employment of any Project Manager for this Agreement.

11.4.1.3 The Project Manager shall not be reassigned from the contract without prior approval of the Director. Such approval will not be unreasonably withheld so long as the replacement project manager has equal APM experienced, and skilled in a like position in a contract of similar size and scope as provided herein.

11.4.1.4 The Proposer's Project Manager shall be available for periodic tours or inspections of the premises to be made with the Director or any person designated by the Director for such tours.

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11.5 Personnel Requirements

11.5.1 OEM Recommended Minimum staffing shall include:

- 11.5.1.1 (1) Project Manager
- 11.5.1.2 (1) Field Site Coordinator
- 11.5.1.3 (1) Engineer Supervisor
- 11.5.1.4 (5) Engineers
- 11.5.1.5 (31) Technicians

11.5.2 Should the Director determine that Proposer is not meeting its responsibilities under the Agreement due to the number or qualifications of on-site personnel, the Director may request Proposer increase the number of on-site personnel in order to meet all obligations specified hereunder, at no additional cost to the City of Houston. Upon written notification from the Director, Proposer 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 Proposer's responsibilities under the Agreement can only be met with additional on-site staff, Proposer shall provide such staff at no additional cost to the City of Houston. Proposer's personnel shall work additional hours as required to meet Proposer's obligations under the Agreement at Proposer's expense.

12.0 POTENTIAL EXPANSION / ADDITION TO BASIC SERVICES

12.1 During the term of the Agreement, the Director may initiate project(s) to expand or modify the APM Systems. The expansion, modifications, etc., will be included by an Inclusion Notice. Proposer shall accommodate HAS / Contractor(s) as necessary to commission the added service and add operations and maintenance to the APM Systems. Proposer shall assume full responsibility under the Agreement for all operation and maintenance of the expansion / additions after receiving the Inclusion Notice and/or Beneficial Use Notice.

12.2 Upon Beneficial Use and/or issuance of a certificate of substantial completion and the equipment is placed into revenue service, the Proposer shall take full responsibility of equipment operation, and maintenance as specified in the Agreement. Proposer shall manage any warranties in effect. Proposer shall inspect the new and renovated facilities and submit any deficiencies to the Director.

13.0 INCLUSIONS / EXCLUSIONS

13.1 From time to time throughout the term of the Agreement, the director may, by written notice to the Contractor, increases and/or decreases the number of systems or equipment covered by the Agreement. Inclusion/exclusion pricing shall be as agreed between the Proposer and Director.

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14.0 PROPOSER'S PHASE-IN

- 14.1 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra cost to the City, the Proposer shall provide phase-in services for up to thirty (30) days prior to current contract expiration.
- 14.2 Proposer's phase-In period begins 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*. Proposer will have no responsibilities for operating or maintaining the equipment during the phase-in period.
- 14.3 During the phase-in period, the successful Proposer shall have access to the facilities and areas covered by the RFP, access to personnel, and allowed to observe all operations.
- 14.4 The incumbent Contractor will perform the duties and services listed in its contract during the Proposer's phase-In period, and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 14.5 During phase-in period, the Proposer shall provide all required deliverables, including but not limited to:
 - 14.5.1 Review and verify equipment lists within the first five (5) phase-in days.
 - 14.5.2 Arrange to have necessary supervisory, technical, and other personnel on site at the airports to observe the operation and maintenance of the APM Systems.
 - 14.5.3 Recruit and transfer personnel, train personnel, and arrange for security badges.
 - 14.5.4 Establish management procedures, set up records, ensure adequate parts, and tools and equipment in place for systems maintenance.
 - 14.5.5 Develop and implement a full project schedule detailing the responsibilities of assigned personnel, and submit to the Director for approval.
 - 14.5.6 Coordinate Proposer's activities with Facilities Administration.
 - 14.5.7 Final transition and training plan addressing the Proposer staffing strategies in determining the necessary staffing and supervision required for compliance with the OEM recommended staffing. (HAS specified staffing is a minimum staffing only.)
 - 14.5.8 Emergency phone numbers and verification of cell phones.

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14.5.9 Certification of all Proposer Personnel requirements and training.

14.5.10 Reporting plans.

14.5.11 Standard Operating Procedures (SOP).

14.5.12 Permits, licenses and certifications.

14.5.13 Security approval and access.

14.5.14 Subcontractor Agreements in place.

14.5.15 Deficiency list.

14.5.16 The phase-in period will end at issuance of the official Notice to Proceed, at which time Proposer shall assume full responsibility for the operation and maintenance of the APM Systems. Proposer shall be prepared to perform fully all Work services upon receipt of Notice to Proceed letter from the Director.

15.0 PROPOSER'S PHASE-OUT

15.1 Two (2) months prior to Agreement 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 inventory/equipment to the Director.

15.2 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 Agreement 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 Agreement.

15.2.1 Contractor/incumbent shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor/incumbent obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which

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have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

- 15.2.2 Upon expiration or termination of the Agreement, all manual and automated records (including software data) produced and maintained on file become the property of the City; Proposer shall submit all maintenance records to Sr. Superintendent, Facilities Administration Section, on electronic media. The Proposer may retain all original employee and accounting files, but shall furnish a copy of the accounting files to the Sr. Superintendent, Facilities Administration Section.
- 15.2.3 The Contractor/incumbent shall provide all required deliverables including, but not limited to:
 - 15.2.3.1 List of qualified employees working at the Airport
 - 15.2.3.2 Reporting requirements
 - 15.2.3.3 List of Inventory of shelving, furniture, spare parts, and specialty tools
 - 15.2.3.4 Current Standard Operating Procedures
 - 15.2.3.5 Permits, licenses, and certifications
 - 15.2.3.6 Deficiency status and list
 - 15.2.3.7 Detailed transition plan

16.0 NOTICE TO PROCEED REQUIREMENTS

- 16.1 Immediately after receipt of the official Notice to Proceed, Proposer shall fully implement the SIMS.
- 16.2 Within thirty (30) days after the NTP, the Proposer shall submit an emergency procedures plan for the Director's approval. This plan shall contain procedures in advance for all foreseeable emergency situations including but not limited to, passenger safety, personal injuries, sickness, rowdiness, vandalism, intoxication, fire, smoke, power outage, etc. Emergency procedures shall include communication with passengers regarding safety features and emergency exits, and may require coordination with Airport emergency procedures.
- 16.3 Within thirty (30) days after the NTP, the Proposer shall certify to the Director in writing that 100% of the Proposer's employees (fully trained and experienced) necessary for the effective and timely accomplishment of the Proposer's obligations under this specification are in place, and all Sub-contractors, if any, necessary for the effective and timely performance of the Proposer's obligations under this specification have been engaged by the Proposer and have commenced work under their respective subcontracts.
- 16.4 Within sixty (60) days after the NTP, the Proposer shall inspect and determine the condition of all APM Systems facilities and equipment. The inspection(s) will be observed by HAS at the Directors discretion. Items that

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are missing or are not in first-class condition will be recorded and submitted in writing to the Director. Proposer shall provide to the Director certification by HAS-approved 3rd party inspector attesting to the condition of all facilities and equipment. Proposer shall be responsible for 3rd party inspection cost. At the Director's sole discretion items that are missing or not in first-class condition may be replaced or repaired to first-class condition as set forth in Other Work/Services/Change Order.

- 16.5 Proposer shall provide to the Director its training program within ninety (90) days after the NTP.

17.0 REPLACEMENT PARTS / EQUIPMENT

17.1 City-Owned Inventory

- 17.1.1 No later than thirty (30) working days after receipt of the Notice to Proceed, Proposer and the Director will conduct a joint inventory audit of the following City-furnished Inventory:

17.1.1.1 City-Furnished Inventory (Shelving, Furniture, and Spare Parts) - Appendix 1

17.1.1.2 City-Furnished Inventory (Specialty Tools) – Appendix 2

17.1.1.3 Phase 3 Recommended Spare Parts (Vehicle and Wayside Equipment) – Appendix 3

- 17.1.2 Proposer shall sign transmittal form(s) acknowledging receipt of City-furnished inventory and shall be responsible for the condition, usability, and accuracy of the inventory throughout the term of the Agreement. The inventory transmitted to Proposer's remains the property of the City.
- 17.1.3 Proposer shall manage, maintain, and use the inventory in providing the services specified in the Agreement and shall keep the City's inventory in operational and safe working condition and repair or replace the inventory, at Proposer's cost.
- 17.1.4 Thirty (30) days prior to the completion of the Term of the Agreement the Proposer shall complete an inventory audit with City of the inventory being transferred back to the City by the Proposer. The inventory must be returned to the City in the same condition as originally transferred to the Proposer subject to normal wear and tear. All inventory items/levels/quantities shall match those outlined on the signed transmittal form(s). Proposer and the City will sign-off on the transitioned inventory, after acceptance.
- 17.1.5 Should the Director determine that inventory items are missing from transferred inventory, or are not in serviceable condition due to improper maintenance or lack of maintenance, the Proposer shall reimburse the City for such inventory based on market value of the parts as determined by the Director.

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18.0 CITY-OWNED SPARE PARTS

- 18.1 Proposer shall maintain the OEM-recommended spare parts inventory specified in Appendix 1 and Appendix 3, at the same level provided by the City.
- 18.1.1 The transitioned City-furnished spare parts inventory must be used exclusively for the APM Systems and must be continually maintained. Proposer shall not sell or otherwise transfer any part of this inventory to others during the Agreement term. Proposer shall maintain spare parts inventory levels of all parts at the levels documented on the acceptance form(s) signed pursuant to the Notice to Proceed.
- 18.1.2 Whenever City-furnished spare parts are used by the Proposer in the performance of services under the Agreement, the spare parts shall be replaced by the Proposer as part of the Agreement.

19.0 PARTS (STORAGE / DISPOSAL / RECORDS), AND OTHER WASTE MATERIALS

- 19.1 Storage - As part of Basic Services, the Proposer shall be responsible for the storage of spare parts inventory. Proposer will have limited area to store equipment and supplies at maintenance facility. Any additional storage space required must be provided by the Proposer off-site, at its expense. City-owned inventory parts shall not be stored off-site.
- 19.2 Disposal - As a part of Basic Services, the Proposer shall dispose of all worn/defective scrap parts and waste or hazardous materials resulting from the work under the Agreement. Handling, transport, and disposal of worn/defective scrap parts and waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health, and in compliance with all applicable laws and governmental regulations. Proposer shall assume full responsibility and liability for and act prudently in all aspects of handling, transport, and disposal of any hazardous materials, securing all licenses and permits required by law and ensuring that any disposal facilities to which any scrap, waste, or hazardous materials may be moved are in full compliance with federal, state, and local laws and regulations. Worn or defective parts must not be stored on Airport premises. Proposer shall notify the Director when these parts are to be removed from City property.
- 19.3 Records - As a part of Basic Services, the Proposer shall provide a monthly report of all parts utilized including inventory balances by part number. A copy of this report will be submitted to Facilities Administration Sections at IAH Airport and to Technical Services Division.

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20.0 FACILITIES AND EQUIPMENT ACCOUNTABILITY (APPENDICES 1-3)

- 20.1 Proposer is responsible for replacing missing items after the initial inventory has been completed and for the duration of the Agreement.
- 20.2 Throughout the term of the Agreement, the Proposer shall maintain all HAS-furnished facilities and equipment specified in the Agreement. Proposer shall be liable for loss or damage to the facilities and equipment beyond reasonable wear and tear.
- 20.3 Compensation for loss or damage mentioned above will be effected either by reduced amounts owed to Proposer or by direct payment by Proposer, the method to be determined by the Director.
- 20.4 Equipment Maintenance - Proposer shall maintain HAS-furnished equipment as specified in the Agreement, including but not limited to:
 - 20.4.1 Minor Equipment Maintenance - Includes cleaning, adjusting, replacement of batteries, ordinary lubrications, and other maintenance actions recommended by the OEM.
 - 20.4.2 Major Equipment Maintenance - Includes repair of inoperable equipment, replacement of components, parts, and normal wear items.
 - 20.4.3 Replacement Parts - Must be equal or better in quality than the parts in the equipment when the equipment was turned over by the City.
 - 20.4.4 Repair Limits - Proposer shall bear the cost for repairs on any single piece of equipment up to 75% of the original acquisition cost. If repair costs are estimated by Proposer to exceed the above limits, a detailed cost breakdown must be submitted to the Director. If the Director desires Proposer to repair the equipment, Proposer shall be reimbursed for all costs over the repair limit.
 - 20.4.5 Warranty – Proposer shall administer all warranties associated with the APM Systems and shall document and submit all warranty claims to equipment suppliers and manufacturers.
- 20.5 Disposition Of Equipment - When equipment is determined to be in such condition that it cannot be repaired economically, such equipment will be returned to the City. Upon completion of the term of the Agreement, all remaining City equipment must be returned to the City.
- 20.6 The Director will observe the removal of Proposer's equipment from premises upon completion of the Agreement. All Proposer equipment, supplies, and materials must be removed. All City-furnished equipment must remain in its designated area. A final inventory and evaluation of City-furnished equipment must be made prior to payment of final invoice, and after the facilities have been vacated by the Proposer.

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20.6.1 HIGH-VALUE ITEMS - In the case of loss, or damage beyond economical repair to certain high-value items (value of \$1,500.00 or more), the amount of compensation which Proposer is liable to pay the City will be calculated in accordance with the following formula:

$$C = (RV - AS) - \frac{LE(RV - ES)}{EL}$$

Where:

C = Compensation

RV = Property Record Value (original cost)

AS = Actual Salvage Value (determined at the time of damage or loss)

ES = Estimated Salvage Value (The estimated salvage value is obtained by using the best estimates from local market conditions. Estimated salvage value is necessary because it is used in determining Total Accrued Depreciation [bracketed portion of the formula])

EL = Estimated Life (Total estimated from new to planned salvage)

(LE = Life Elapsed (Estimated life less remaining life))

21.0 EQUIPMENT CONDITION AT EXPIRATION

21.1 Prior to expiration of the Agreement, Proposer shall repair any equipment not in first-class condition and perform scheduled maintenance work on all equipment up to the then-current date in accordance with approved maintenance schedules. Maintenance work and inspections must have been performed as required, per the OEM and this specification.

21.1.1 Within one hundred eighty (180) days prior to contract expiration date, the Proposer shall perform the following:

21.1.1.1 One hundred twenty (120) days prior to expiration date of the Agreement, Proposer shall have completed the inspection and test of all APM System's equipment, controls and instrumentations with complete test and inspection results submitted to the Director for resolution.

21.1.1.2 Ninety (90) days prior to expiration date of the Agreement, any discrepancies identified during the inspection and test, and items considered outside first-class condition shall have been corrected, and all repairs completed.

21.1.1.3 Sixty (60) days prior to expiration date of the Agreement, all APM Systems shall have been inspected by a 3rd party inspector approved by HAS, at Proposer's cost. Any discrepancies should have been corrected.

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21.1.1.4 Thirty (30) days prior to expiration date of the Agreement, all APM Systems shall be certified by an HAS-approved 3rd party inspector in first class working condition.

21.1.2 Should Proposer fail to perform or complete any required work prior to expiration or termination of the Agreement, the Director may have such work performed at Proposer's expense.

21.1.3 Proposer shall ensure that all equipment is in First Class Condition at the expiration or termination of the Agreement.

22.0 CITY-PROVIDED SERVICES

22.1 Utilities – The City will furnish electricity, natural gas, water, sewage and garbage hauling services. Any additional requirements must be at Proposer's expense.

22.2 Real Property Maintenance – the City will provide normal maintenance and repair of real property facilities. Proposer shall be responsible for interior housekeeping and janitorial maintenance for its offices. Proposer shall be responsible for all damages to property caused by carelessness or neglect.

23.0 MAINTENANCE / CONTROL OF FACILITIES--GENERAL

23.1 Physical Security - Proposer shall safeguard all City property in its work area. Proposer shall secure the facilities and equipment at all times.

23.2 Re-lamping - Proposer shall replace all burned out lamps, ballasts, starters, and bulbs associated with APM Facilities. Including inside building envelope at Maintenance Storage Facility, Terminal B maintenance, all wayside lighting including stations, all APM-related equipment rooms, Power Distribution System (PDS) buildings, and Central Control in Terminal B.

23.3 Key Control - Proposer shall ensure keys issued by the City are not lost, misplaced, or used by unauthorized persons. Keys issued by the City must not be duplicated. Proposer shall be charged for replacement of locks or re-keying. Proposer shall report occurrences of lost keys immediately to the City.

23.4 Office Furniture – HAS will provide office furniture according to Exhibit C-2. Additional furniture shall be provided at Proposer's expense.

23.5 Energy Management - Proposer shall reduce energy usage without adversely impacting tenant comfort using the following approaches:

23.5.1 A comprehensive maintenance program that helps to ensure that equipment and systems are running at peak efficiency.

23.5.2 Institute projects that reduce energy usage.

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23.6 Access To Site - HAS shall have access to site (including Central Control) at all times.

24.0 CLEANING AND JANITORIAL SERVICES

24.1 Proposer shall provide janitorial services of the following facilities:

24.1.1 Parts of the guideway.

24.1.2 Maintenance in Terminal B.

24.1.3 Maintenance storage facility.

24.1.4 Central control room.

24.1.5 Administrative offices.

24.1.6 Power distribution substations.

24.1.7 Station equipment rooms.

24.1.8 Damage to surfaces of fixed facilities, vehicles, and equipment shall be remedied by touch-up in a professional manner.

24.1.9 If removal or janitorial services are not performed in a timely manner, the City may perform such services and deduct the cost thereof from the Proposer's monthly payment.

24.1.10 Station facilities, except for Proposer supplied items, will be maintained by City.

24.2 Proposer shall be responsible for cleaning of the APM equipment as specified in the Maintenance Plan but shall, at a minimum, include the following:

24.2.1 Graffiti and any vandalism shall be corrected within twenty-four (24) hours from the time of discovery, including any notice from the Director.

24.2.2 All vehicles shall be kept clean and free of litter. At a minimum, twice per shift, interior cleaning shall include, but not be limited to, cleaning of floors, trash removal, interior window cleaning, and giving special attention to clean any unsanitary and/or unusual soiled conditions.

24.2.3 All toilet and washroom facilities for APM personnel shall be fully cleaned and sanitized daily, including washing of all fixtures and floors.

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- 24.2.4 Vehicle exteriors and interiors shall be washed as required, but as a minimum once every week.
- 24.2.5 The Central Control Facility, all administrative offices and the Maintenance & Storage Facility shall be cleaned daily according to the same standards as for professional office buildings.
- 24.2.6 All guideways shall be kept free of litter and cleaned on a routine basis to maintain an aesthetically pleasing appearance. Deposits of foreign materials from the operations or maintenance of the system onto the guideways, vehicles and/or equipment shall be removed in a timely manner.

25.0 RADIO COMMUNICATIONS REQUIREMENTS

- 25.1 The Director will provide Proposer at a minimum twenty one (21) handheld radios with batteries and chargers for Proposer's use under this Agreement. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon expiration or termination of Agreement, Proposer shall return all radios provided to the City in the same condition as when given to Proposer, less ordinary wear and tear.
 - 25.1.1 Proposer shall operate the radios within protocols established by the City and the FAA.
 - 25.1.2 Proposer shall deduct from its first monthly invoice a one-time amount of \$10.00 per radio, for the initial programming of each radio.
 - 25.1.3 Proposer shall deduct from each monthly invoice throughout the term of the Agreement an amount of \$10.00 for each radio. This is to cover the maintenance of each radio. Proposer shall return radios requiring maintenance to the City.
 - 25.1.4 Proposer shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost.
 - 25.1.5 The radios remain the property of the City.

26.0 SECURITY AND BADGES

- 26.1 Proposer shall comply with all applicable Federal rules governing security at the Airport, as there maybe amendments from time to time.
- 26.2 All on-site personnel of Proposer, including subcontractors who perform services under the Agreement are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 26.3 Proposer shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel

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shall wear identification badges at all times while on Airport property. *The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU, and \$6.00 each at EFD.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Proposer is responsible for the cost of badges, including replacements thereof. The personnel losing badges will be charged for replacement badges at the then-current rate.

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

26.5 Airport Customs Security Area Bond:

If required, Proposer shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.

27.0 TRAINING

27.1 Proposer shall provide, at its sole expense, all training for its personnel as specified in plans and manuals and as appropriate for the services to be provided under the Agreement. Training shall include the maintenance and repair procedures for the APM Systems, record keeping procedures, procurement procedures, and operation and maintenance of the SIMS. Proposers shall provide a description of employee training program and list the training and skills development considers to be most important for employees assigned to this project. Proposer shall develop procedures and checklists to ensure all personnel, including newly-hired workers, are familiar with all work at the APM.

27.2 Proposer shall provide initial orientation to all new hire employees, regardless of job classification. Proposer shall provide annual HAZCOM training and annual Dangerous Goods Awareness for all employees that have contact with the APM Systems.

27.3 Proposer shall develop procedures and checklists to ensure all personnel, including newly-hired workers, are familiar with the work at each location.

28.0 SAFETY PROGRAM

28.1 Proposer shall operate the APM Systems and related equipment in safe condition; equipment shall never be installed, tested, or operated in an unsafe condition.

28.2 Proposer's responsibility for safety, in addition to maintenance work, shall include general safety and system observation from an "installed" perspective. Any unsafe condition shall be brought immediately to the attention of the Director.

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- 28.3 Proposer shall be responsible for the proper operation and maintenance of all safety and fire protection equipment associated with the APM. All personnel shall be thoroughly familiar with the identification and operation of available fire fighting equipment.
- 28.4 Proposer shall not require any person employed in the performance of this Agreement to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Safety and Health Act (OSHA) OF 1970 (Public Law 91-596), as amended.
- 28.5 Proposer shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations, Federal Americans with Disabilities Act (ADA) requirements and requirements as applicable for services performed under this Agreement, including but not limited to the following:
- 28.5.1 Proposer personnel shall wear applicable personal protection equipment at all times as required in designated areas.
- 28.5.2 Proposer personnel operating equipment and/or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 28.5.3 Proposer personnel MUST follow and apply safety practices prevailing in their applicable industry.
- 28.5.4 Proposer shall develop, implement and maintain an ongoing safety program concerned with equipment, maintenance work, and related procedures. Proposer shall post safety warnings on equipment as necessary to ensure safe operations. Proposer shall not operate, install, or test any equipment in an unsafe condition. Proposer shall properly operate and maintain all safety equipment associated with its services.
- 28.5.5 When the Proposer becomes aware of a hazardous or potentially hazardous condition during the course of performing services, the Proposer shall verbally notify the Director immediately.

29.0 REPORTING OF ACCIDENTS

- 29.1 Proposer shall immediately report all accidents and safety incidents by telephone to Facilities Administration, Maintenance Dispatch, and Airport Operations. In addition, the Proposer shall report all accidents and safety incidents in writing to the Director within four (4) hours of constructive knowledge of said accidents, and incidents whatsoever arising out of or in connection with the services hereunder which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused, the same shall be reported immediately by telephone to the Director.

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29.2 The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-on action to minimize reoccurrence of the accident or incident. Proposer shall also make available its employees to be interviewed by investigators of the accident or incident, and to testify in any legal proceedings.

30.0 MATERIAL SAFETY DATA SHEETS (MSDS)

30.1 Proposer shall furnish the Director all MSDS, (OSHA Form 174), for each product used in each facility. A Material Safety Data Sheet must accompany each product shipment to the facilities.

31.0 TRANSPORTATION AND PARKING

31.1 All of Proposer's and Sub-contractor's vehicles must be clearly marked with identification indicating Proposer's or Sub-contractor's name. Such identification must be placed on both sides of each vehicle and may be removable, e.g. magnetic, in accordance with HAS OPSS 88-06 as amended.

31.2 The City shall provide to Proposer eighteen (18) parking spaces located directly under the APM Maintenance and Storage Facility. Any additional parking shall be provided by the Proposer at Proposer's cost.

32.0 INVOICING

32.1 Proposer shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices must be accompanied by support documents requested by the Director.

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

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

32.3 Invoicing:

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

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32.3.2 Requirements are as follows:

32.3.2.1 Submit invoices in “TIFF” format

32.3.2.2 Submit to has.accountspayable@cityofhouston.net

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

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

33.0 MANAGEMENT REPORTS AND RECORDS

33.1 During the term of this Agreement, Monthly Management Reports recording the performance of the APM shall be prepared by the Proposer and submitted to the Director by the 5th day of the immediately succeeding month. In addition, the Proposer shall keep detailed operations and maintenance records and inventory data to permit the Director to ascertain the Proposer's compliance with the requirements of this Agreement and shall furnish copies of such documents within five (5) days of written request of the Director. All such reports and records shall be in accordance with the approved Operations and Maintenance Plans and Manuals provided, or as otherwise reasonably required by the Director. The operations and maintenance records shall include a daily summary of all interruptions to normal service explaining the duration and cause of such interruptions. The procedures and forms for such record keeping must be approved in advance and in writing by the Director prior to implementation. The Director may require reasonable modifications to such procedures and forms. All records and data, and management information systems used to develop and maintain them, shall be the property of the City. All such documents shall be dated and signed by appropriate Proposer personnel. All correspondence under this Agreement shall be serialized in accordance with the Director's instructions.

33.2 The monthly management reports shall be submitted to the City with each monthly invoice. Maintenance reports are to be submitted on CD's, with one hard copy delivered to the following HAS sections: Airport Sr. Superintendent; Facilities Administration Section, and appropriate Sr. Contract Administrator, Tech Services Section. At a minimum, the monthly reports shall include the following:

33.2.1 Cover Letter to City

33.2.2 Section I.

33.2.2.1 Activities / special events

33.2.2.2 Summaries of major Incidents

33.2.2.3 Summaries of accidents

33.2.2.4 Unscheduled vehicles taken out of service

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- 33.2.3 Section II.
 - 33.2.3.1 Summary of Performance and Monthly Availability showing contractual requirements.

- 33.2.4 Section III.
 - 33.2.4.1 System service availability
 - 33.2.4.2 Daily system incidents
 - 33.2.4.3 Vehicle mileage

- 33.2.5 Section IV.
 - 33.2.5.1 Operating statistics
 - 33.2.5.2 Schedule of services - headways, capacities and train sizes
 - 33.2.5.3 Estimate of patronage carried; and
 - 33.2.5.4 A System Assurance Monitoring Report
 - 33.2.5.5 Train miles / vehicle miles
 - 33.2.5.6 Monthly maintenance completion
 - 33.2.5.7 Planned maintenance schedule
 - 33.2.5.8 Completed employee training
 - 33.2.5.9 Parts used

- 33.2.6 A summary of that month's activity, highlighting any special events and incidents and accidents.

- 33.2.7 A summary of performance achieved.

- 33.2.8 All records and data and management information systems used to develop and maintain them, shall be the property of the City.

- 33.2.9 As part of Basic Services, the Proposer shall develop and maintain daily logs, weekly, monthly, and annual reports for maintenance of APM Systems. Proposer's record keeping system is subject to approval by the Director, and all records required may be inspected by the Director at any time. Proposer shall provide all maintenance records and history on compact disks (CD) to the Sr. Superintendent, Facilities Administration Section.

- 33.2.10 Reports must be signed by the Project Manager. Such signature is certification that all reports and information are truthful and accurate. Falsification of any records is grounds for termination of the Agreement.

- 33.2.11 Proposer's Logs provided to the Director must document all pertinent operating data and maintenance performed by Proposer or its sub-contractors under the Agreement. Proposer shall describe any event or condition not readily discernible from recorded data in a "Remarks" section.

- 33.2.12 Proposer shall develop and maintain onsite records, including but not limited to, RFP documents, inventory records, accounting and

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procurement records, system documents and manuals and any other documents necessary to meet reporting requirements or requests by the Director.

33.2.13 Daily Records and Reports

33.2.13.1 Shall develop and maintain an automated Daily Work Log and Daily Work Log Summary to record events of maintenance of APM Systems. The Daily Work Log must record all pertinent daily operating and maintenance data, including but not limited to date, time, service performed, status or results, and person who performed service or inspection. Relevant events or conditions not readily discernible from the recorded data must be described in a "Remarks" section. The Daily Work Log and Summary must be in a format acceptable to the Director. Proposer must provide a daily log of parts/materials used. Proposer shall submit a proposed weekly maintenance schedule every Friday.

33.3 Warranty Report

33.3.1 As part of Basic Services throughout the Proposal term, Proposer shall administer warranties on systems and equipment as may be applicable from time to time. Proposer shall maintain warranty records and submit documentation and follow-up procedures on all warranty work. Proposer shall enforce all warranties on behalf of the City. Proposer shall provide service regardless of whether equipment is wholly or partially under warranty. Warranty data must be maintained in a format acceptable to the Director and current data must be available for inspection by the Director at his/her discretion.

33.4 Other Reports

33.4.1 Parts / Materials Usage - Proposer shall submit daily reports depicting parts/materials usage each day. Proposer shall also submit a monthly Parts/Materials Usage report indicating current materials, stock levels, and required restocking over the past month.

33.4.2 Employee Roster Report - Proposer shall maintain a weekly record of employee attendance records by date, title, attendance etc., and submit to the Director every two weeks.

34.0 OWNER ACCESS TO RECORDS

34.1 The Director shall have access, at the Proposer's principal local place of business, to all records and documents of the Proposer directly relating to labor and materials used in the performance of repair and replacement work for which the Proposer has been compensated, or is to be compensated.

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Such records and documents shall include but not be limited to time tickets, payroll records and related reports provided to unions, vendor's invoices, canceled checks and published price lists of the Proposer relating to any amounts for which the Proposer has been compensated, or claims it should be compensated, by the City. For the purpose of this Section, the Proposer shall not be obligated to retain such records and documents for a period longer than three years following the date this Agreement expires, or is terminated.

35.0 COORDINATE PERFORMANCE

- 35.1 HAS Contact – Proposer shall coordinate its performance with such person(s) as the Director or the Director's designee(s) in writing. The Director's shall keep said person(s) currently advised of developments relating to the performance of the scope of work within the Contract, and the Proposer shall at all appropriate times advise and consult with the Director or the Director's designee(s) as determined by the Director.

- 35.2 Pre-Performance Conference - Prior to commencing performance under the Agreement, the Proposer shall attend a pre-performance conference with the Director and other representatives of HAS. The Director shall specify the time and place of such meeting in a written notice to the Proposer. Representatives of the Proposer attending the pre-performance conference include, but are not limited to, the Project Manager whom the Proposer has assigned to this project, together with an officer of the Proposer who is authorized to bind Proposer in matters relating to the pre-performance conference items listed below. In the above-mentioned notice, the Director may, in his sole discretion, further designate other representatives of the Proposer who must attend the pre-performance conference and such designated representatives shall attend same. Items to be addressed at the pre-performance conference include, but are not limited to, the following:
 - 35.2.1 Phase-in and start-up schedules
 - 35.2.2 Contract administration
 - 35.2.3 Facilities utilization
 - 35.2.4 Channels of communication
 - 35.2.5 Review of key personnel resumes and certifications
 - 35.2.6 Organization and function charts reflecting the line of management authority
 - 35.2.7 Procedures to be used to ensure Agreement requirements are met (Quality Control Program)

- 35.3 Coordination Meetings - Throughout the Agreement term and any extensions hereto, Proposer shall meet with the Director to identify and resolve

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performance issues. Meetings will be scheduled on a bi-weekly basis or as determined by the Director. Notice of any such meeting may be given by the Director to the Proposer either orally or in writing and will designate the time, date, location, the Proposer attendees, and general purpose. Proposer's designated attendees shall be present at any such performance meeting for its duration and shall prepare a typed agenda covering the topics to be discussed; keep minutes of the meetings in a form satisfactory to the Director; and issue copies of the minutes to all attendees within four business days of each meeting.

36.0 Other Work / Services

36.1 General

36.1.1 Within the general scope of the RFP, Other Work/Services may be required to meet desired conditions and/or services not covered in the Basic Services of the RFP. Proposer shall perform Other Work/Services in accordance with all provisions of the RFP 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. Proposer shall perform Other Work/Services to the same standards identified for Basic Services.

36.1.2 Performing Other Work/Services

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

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

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

36.1.2.1.3 Proposer shall furnish all materials, labor, tools, equipment, transportation, and incidentals for

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accomplishing the described services or as otherwise specified by Director. Director will not approve an OSR without a specified completion date. Proposer shall complete all such Other Work/Services within the time specified in the OSR. Proposer can request in writing an extension to the completion date. However, Director may or may not allow the extension. Director's decision is final.

- 36.1.2.1.4 Upon receipt of the Proposer's Proposal, the Director has the option to reject the Proposer's Proposal, require resubmission with revised or additional information, or issue an OSR. Should the Director reject the Proposer's Proposal and require resubmission, the Proposer shall resubmit a modified Proposal within three (3) business days of the rejection.
- 36.1.2.1.5 Upon approval by Director of the modified proposal, an OSR will be issued. Proposer shall commence work as stated in the OSR. Proposer shall diligently work to completion in accordance with the terms and conditions of the Agreement, and the approved OSR.
- 36.1.2.1.6 Proposer's labor cost must not exceed the rate stated in the Bid Form. Proposer's labor cost stated in the Bid Form only applies to Proposer employees who are "not" performing work in conjunction with their regular duties. Labor is inclusive of supervision, transportation, tools, and expendables.
- 36.1.2.1.7 Prices for equipment, parts, supplies, and sub-contracted works, which may be required for authorized Other/Work Services, shall be the Proposer's actual cost plus percent (%) mark-up proposed on the Bid Form. Copies of invoices from the Proposer's suppliers for these items must be submitted with Proposer's invoices at the time of submittal to the City for payment. The mark-up percentages stated shall not increase during the term of this Proposal. The quantity of equipment, parts, and supplies will depend on the needs of the City.
- 36.1.2.1.8 Over \$3,000.00, the Proposer shall obtain three (3) itemized bids/estimates within three (3)

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business days from separate/different vendors/suppliers, for the required equipment, parts, supplies, and subcontracted works. Proposer shall submit the bids/estimates to Director and obtain written approval from Director before proceeding with the work. Proposer shall be compensated at "Bid Cost" plus percent (%) mark-up proposed on the Bid Form.

- 36.1.2.1.9 Under \$3,000.00, the Proposer shall obtain one (1) itemized bid/estimate within three (3) business days, for the required equipment, parts, supplies, and subcontracted works. Proposer shall submit the bid/estimate to the Director and obtain written approval from the Director before proceeding with the Work. Proposer shall be compensated at "Bid Cost" plus percent (%) mark-up proposed on the Bid Form.
- 36.1.2.1.10 Proposer shall utilize the City of Houston spare parts listed in Appendix 1, and/or Appendix 3.
- 36.1.2.1.11 When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- 36.1.2.1.12 While performing work on any OSR, if hidden damage or additional cost is discovered, Proposer shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.
- 36.1.2.1.13 Proposer shall submit to Director, copies of original purchase orders and invoices evidencing Proposer's acquisition costs.
- 36.1.2.1.14 In the case of emergency service, the Proposer 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 Proposer.
- 36.1.2.1.15 If it is determined this Scope of Work should be covered under Basic Services, any amount paid to the Proposer under Other/Services Request will be reimbursed to the City by the Proposer. The City does not waive any of its rights and

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remedies whether by statute, at law, in equity, or under this Contract.

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

36.2 Examples of Other Work / Services candidate items are:

36.2.1 APM Systems – damaged by vandalism or Force Majeure will be accomplished on an as-requested basis.

36.2.2 Graphics/Signage – Replacement of graphics and signage will be accomplished on an as-requested basis.

36.2.3 Audio Messages – Production and integration of new audio messages will be accomplished on an as-requested basis.

36.2.4 Third-party audits and other projects.

36.2.5 Inspections

36.2.5.1 Inspection not covered by Basic Services

36.2.5.2 Inspection of guideway structures and equipment

36.2.5.3 Inspection of station equipment

36.2.6 HAS-approved additional parts.

36.2.7 APM related systems modifications and upgrades.

36.2.8 Train advertisement, included but not limited to vehicle wrapping and digital signs.

36.2.9 Other related work.

NOTE: WORK INCLUDED IN OEM NORMAL ROUTINE MAINTENANCE IS EXCLUDED FROM THE ABOVE LIST.

37.0 IMPLEMENTATION, TESTING AND ACCEPTANCE OF UPGRADES

37.1 The City may intermittently receive upgrade and retrofit notices from the proprietary Supplier of the APM Operating System equipment. Proposer shall upon City's request evaluate and recommend action on such upgrade notices. Should the Owner elect to retrofit or install an upgrade, the Proposer shall act as the implementation acceptance test and commissioning agent for upgrades selected by the City. Proposer shall prepare the Acceptance Test Procedures and submit them to the Director for review and approval before conducting acceptance tests.

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- 37.1.1 Acceptance Tests - New system modifications and upgrades (e.g. components/equipment, software, etc.) will be subjected to minimum individual thirty-day Acceptance Test(s) to verify successful startup and proper performance and functionality in the operational environment. The following items are necessary parts of an Acceptance Test:
- 37.1.1.1 After implementation of an upgrade, as appropriate, the Proposer shall operate the new equipment for thirty (30) days as the initial step in the Acceptance Test(s).
 - 37.1.1.2 Test procedures, performed by the Proposer, shall determine whether the equipment is fully operational and performing in accordance with the product representations contained in the Proposal and description and those made by the manufacturers of the equipment.
 - 37.1.1.3 During the thirty-day acceptance test period, the Proposer shall notify the Director in writing within twenty-four (24) hours (or sooner if other procedures require) of the occurrence of any downtime. Equipment downtime will be computed according to the following guidelines:
 - 37.1.1.3.1 Downtime will accumulate during any period when the component/equipment is not able to perform its scheduled function, as specified, due to a failure of hardware or software.
 - 37.1.1.3.2 Downtime (for the particular upgrade or component) will not accumulate if a failure occurs due to Force Majeure, or failure of other equipment associated with the APM systems which may prevent equipment or components from functioning.
 - 37.1.1.4 If no more than the cumulative total of hours (agreed to by the Director and the Proposer prior to the test) of system downtime or component downtime occurs within the test period and no other unacceptable features are identified, the new equipment will be deemed to have passed the Acceptance Test.
 - 37.1.1.5 If more than the agreed to maximum amount of system or component/equipment downtime occurs during the thirty day acceptance period, the Director may elect to either:
 - 37.1.1.5.1 Direct the Proposer to begin an new thirty-day acceptance test within seven (7) days; or

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37.1.1.5.2 Notify the Proposer that the specific modification or upgrade is not acceptable and seek remedy through the proprietary Supplier. Proposer shall remove the failed new component, equipment or software.

37.1.1.5.3 Accept the item, if demonstrated operation of the equipment is such that reliable and efficient operation and performance of the APM and the Warranty as provided from the proprietary Supplier shall not be compromised.

37.2 Costs - Proposer shall be responsible for all costs associated with the Acceptance Test(s) including the costs for any required independent tests or certifications.

37.3 Notice of Acceptance - If the new equipment, component or software passes the Acceptance Test, the Director will provide written notice of acceptance within five (5) working days following the completed thirty consecutive day Acceptance Test period, and the receipt of an approved test report and revision to the Detailed Hazard Analysis.

37.4 Title: Risk of Loss - Proposer shall confirm that title to any new upgrade(s) or modification component(s) of the APM will vest in the City upon its installation and acceptance by the Director, and payment by the City. Until such time as title passes to the City, the Risk of Loss shall remain with the Proposer.

38.0 SYSTEM DESCRIPTION

38.1 The Houston APM is a fully automated, driverless, system of vehicles operating on a dedicated guideway transporting patrons between four (4) stations located at Terminals A, B, C and D. Proposer shall be responsible for operation and maintenance of the APM Operating Systems, ancillary facilities condition, and appearance. The APM elements are detailed as follows:

38.1.1 Fixed Facilities

38.1.1.1 Guideway Facilities:

The guideway consists of a cast in place concrete deck and edge parapets on concrete AASHTO I-beams, supported by cast in place concrete bents. Drainage Expansion joints are located as required. Cast in place concrete running beams are doweled to the deck, and are sleeved for drainage. The guideway connects stations at Terminal A, Terminal B, Terminal C, and the Terminal D/E complex, and includes a Maintenance and Storage Facility

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located south of the B-to-C guideway. The approximate calculated length of guideway is as follows:

38.1.1.1.1 Guideway:
Operations guideway: 10,650 single-lane feet
MSF yard guideway: 1,660 single-lane feet
Total System Guideway: 12,310 single-lane feet

38.1.1.1.2 Switches:
Total Active (automated) switches: 20
Inactive fixed/stubbed switch: 0

38.1.1.1.3 End of Track Buffers:
Sliding/friction type 2
Static /fixed type (MSF) 6
Hydraulic 2

38.1.1.2 Stations:

The APM system connects four passenger stations. Connecting Terminals A, B, C, and D. The Terminal D station serves Terminal E and the International Arrivals Building. Passenger loading platforms with 4 pairs of automatic doors are located at the north and south of each station. Additional doors are provided at each station platform for emergency evacuation from the vehicles, and for maintenance access to the guideway from each station. All doors are alarmed, and monitored by Central Control. Passenger access to and from each station is by means of stairs, escalators, and elevators.

38.1.1.3 Power Substations:

Three standalone power distribution substation (PDS) buildings house APM Systems Power Distribution equipment (see Power Distribution System under Equipment Inventory). One substation ("PDS1") is located between Terminals B and C. A second substation ("PDS2") is located between Terminals C and D. A third substation ("PDS3") is located between Terminals A and B. The first listed substation, PDS1 is ventilated with air conditioning only for the Harmonic Filtering Equipment. PDS2 and PDS3 are fully air conditioned.

38.1.1.4 Maintenance & Storage Facility (M&SF):

The M&SF is a 41,000 square foot facility that provides three maintenance bays, one heavy maintenance bay, two

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exterior storage tracks, one automatic gantry vehicle wash facility, equipment and support spaces, and administrative and maintenance personnel spaces. The facility is located south of the mainline guideway, between the passenger stations at Terminals B and C. Approximate area breakdown is:

Ground Level (enclosed area):	1,328 S.F.
Ground Level (useable "footprint" of floors above):	15,000 S.F.
Lower Level:	6,016 S.F.
Guideway Level:	15,000 S.F.
Mezzanine Level:	5,000 S.F.
Total Enclosed Area:	27,344 S.F.
Total Useable Area:	41,016 S.F.
"Light" Maintenance Bays (one 2-car train each):	3
"Heavy" Maintenance Bay (one 2-car train and MRV*):	1
East Exterior Storage Track (one vehicle and MRV*):	1
West Exterior Storage Track (one 2-car train):	1
Automatic Gantry Vehicle Wash:	1

**There are two alternate covered parking positions for the single Maintenance/Repair Vehicle (MRV)*

The Ground Level is open-air. The Guideway Level is heated and ventilated. Most areas on the lower level and Mezzanine level have full HVAC.

38.1.1.5 Equipment Rooms:

APM equipment rooms are located at the M&SF and at APM stations serving Terminals A, B, C, and at the APM station serving Terminal D/E and the International Arrivals Building.

38.1.1.6 Emergency and Maintenance Walkways:

Walkways are located along side Guideways throughout system and are equipped with emergency lighting supported by UPS.

39.0 EQUIPMENT INVENTORY

39.1 Vehicles:

39.1.1 The vehicles used in this APM system are CX-100 Automatic Transit System vehicles, as manufactured by Bombardier Transportation (Holdings) USA, Inc. The vehicles are rubber tired, with a center-mounted steel guide beam providing both guidance and hold-down functions. The APM vehicles are electrically powered and automatically controlled, and a computer-controlled and manually

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monitored system provides Automatic Train Control for proper operation and passenger safety. The System has a fleet of 16 APM vehicles. The normal operation provides five or six 2-car trains operating in a pinched-loop configuration, depending upon peaking conditions. This allows one (or two) 2-car trains in hot stand-by, and/or one (or two) 2-car trains in maintenance or reserve, depending upon the in-service fleet size.

39.1.1.1 Vehicle Subsystems - The CX-100 vehicles contain the following subsystems:

- 39.1.1.1.1 Propulsion and Braking System
- 39.1.1.1.2 Harmonic Filtering Enhanced by 6-Pulse Motor Controllers
- 39.1.1.1.3 Electrical Subsystem
- 39.1.1.1.4 Suspension and Guidance Subsystems
- 39.1.1.1.5 Passenger Comfort Systems (HVAC, lighting, etc.)
- 39.1.1.1.6 Communications Systems (audio/visual signage, public address, phone)
- 39.1.1.1.7 Vehicle Controls
- 39.1.1.1.8 On-Board Diagnostics
- 39.1.1.1.9 Automatic Doors and Controls
- 39.1.1.1.10 Vehicle Coupling, Train Interaction, Switching

39.1.1.2 Vehicle Fleet:

- 39.1.1.2.1 Sixteen (16) vehicles (five or six 2-car trains in operation, resulting in one (or two) 2-car train(s) as hot spare(s), and/or one (or two) 2-car train(s) in rotating maintenance)
- 39.1.1.2.2 One (1) Maintenance/Repair Vehicle (MRV)

39.2 Guideway Equipment:

39.2.1 The guideways equipment consists of the following:

39.2.1.1 Trackwork

- 39.2.1.1.1 Cast in place concrete running beams
- 39.2.1.1.2 Steel guidance beams

39.2.1.2 Emergency Walkway:

- 39.2.1.2.1 The emergency walkway consists of galvanized steel grating, supported by and clipped to steel channels, angles, or other steel supports. The grating runs parallel to one side of the guideway when it is a single lane, and between parallel guideways when in a double-

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lane arrangement. The emergency walkway is also installed along switches and at the maintenance yard. The emergency walkway also provides an intermediate step to facilitate access.

39.2.1.3 Power/ATC/Blue Light Stations

39.3 Power Distribution System:

39.3.1 The Power Distribution system includes two 750 Kva (double ended) Transformers with active harmonics filters in each substation, Primary Switchgear, Secondary Power Distribution/Equipments with Secondary Switchgear including Propulsion circuit breakers controlled and monitored remotely from Central Control, Propulsion Power Conditioning Equipment, Guideway Propulsion Power and Signal Rails including associated hardware, Blue Light Stations, Cable Trays and associated Power and Signal wiring Distribution. Primary voltage feed from the power company (point of interface maintenance responsibility) is at the center-point substation between Terminals B and C and is distributed to the second substation via the guideway.

39.3.1.1	Substations:	3
39.3.1.2	Propulsion Power:	600 volts AC
39.3.1.3	Primary Voltage:	12.47 KV
39.3.1.4	Harmonic Filtering:	Active Filtering*

*Harmonic Filtering is provided by six units (two in each substation). The units in PDS1 and PDS2 were manufactured by ASI/Robicon. The units in PDS3 are manufactured by Square D. Full redundancy is provided. Compliance with IEEE 519-1992 harmonic standards is a prerequisite to train operation, per Center Point Energy.

39.4 Uninterrupted Power Subsystems (UPS) with batteries, inverters providing two-hour emergency power support to essential and emergency system (excluding propulsion power).

39.5 Automatic Train Controls
 ATP/ATO Hardware
 Supervisory Hardware
 Computers/Peripherals/Network

39.6 Communications Subsystems
 Radio Subsystem
 APM Public Address System
 APM Telephones Subsystem
 Closed-Circuit Television

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(The Camera at the Terminal D station is in the HAS Security network and provides a "T" feed to the APM Central Control Monitors.)

- 39.7 Ancillary Subsystems
 - Intrusion
 - Fire Alarms/suppression
 - Access - Key Lock

- 39.8 SIMS

- 39.9 Systems Support Inventory
 - Equipment Spares
 - Expendables
 - Tools
 - Fixed
 - Portable

- 39.10 System Maintenance Manuals

The Phase 2 Manuals are available for Inspection at APM M&SF Facility which describe the above subsystems in detail. The Phase 3 Manuals will be produced and delivered after the Certificate of Substantial Completion (CSC) for the Phase 3 expansion work as part of the as-built deliverables. The Phase 3 CSC is anticipated in late July 2010, with delivery of the Manuals following thereafter. The existing Phase 2 Manuals provide adequate information for purposes of assisting in developing an accurate Proposal, provided the Proposer account for the quantities (fleet, size, guideway lengths, and so forth, and the operational modes, as presented in this RFP which are indicative of the complete Phase 3 system. The previous expansion of the initial Phase 1 system to the Phase 2 system involved significant changes to the O&M manuals as a result of changing from a dual lane shuttle to pinched loop operation, on-line to off-line maintenance, and so forth. No such significant changes are involved in the ongoing Phase 3 expansion. By comparison, and in the vernacular, the Phase 2 to Phase 3 expansion is "more of the same."

- 39.11 Operating Procedures

These procedures which describe the APM Systems Operations requirements are available for Inspection at APM M&SF Facility. As with the Maintenance Manuals, and for the same reasons as stated "System Maintenance Manuals" above, the Phase 2 Operating Procedures provide adequate information for purposes of assisting in the development of an accurate Proposal.

40.0 SYSTEM OPERATION

The following system performance criteria are based upon the Phase 3 Supplier's computer simulations. These simulations are more detailed than the Phase 3 design phase computer simulations, and thus represent the most accurate estimates available at the time of publication of this RFP. It is anticipated that prior to award of the O&M contract, Phase 3 will have been completed and actual system

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performance will have been optimized, observed, and recorded. If so, such performance criteria can be made available.

40.1 System Performance Criteria

40.1.1 Rated Passengers per vehicle: 74 (capacities based on this number)

40.1.2 Maximum operational train speed: 31 mph

40.1.3 TRAVEL TIMES AND DWELL TIMES in seconds (calculated):

To Station B South: travel time (A to B): 50.3 sec., dwell 29 seconds

To Station C South: travel time (B to C): 63.0 sec., dwell 29 seconds

To Station D South: travel time (C to D): 78.0 sec., dwell 29 seconds

To Station C North: travel time (D to C): 91.3 sec., dwell 29 seconds (dwell 118 to 154 seconds for alternating turn back).

To Station B North: travel time (C to B): 61.7 sec., dwell 29.0 seconds

To Station A South: travel time (B to A): 61.3 sec., dwell 29.0 seconds

Roundtrip Time (RTT) (calculated) with single turnback and five trains: 579.6 sec. to 620 sec. * (9.7 minutes minimum).

**some dwells may be extended to greater than 29 sec. to "antibunch trains"*

Roundtrip Time (RTT) (calculated) with alternating turnback and six trains: 708 sec. (11.8 minutes)

Peak Period Headway (HW) with 5 trains running: 124 Seconds (2.1 minutes)

Peak Period Headway (HW) with 6 trains running: 118 Seconds (1.9 minutes)

Peak Capacity (calculated) with 5 trains running: 4819 pphpd (people per hour, per direction)

Peak Capacity (calculated) with 6 trains running: 5064 pphpd (people per hour, per direction)

40.1.4 Publicly Advertised Performance:

Headway: "Slightly less than 2 Minutes"

Travel time between stations: "Approximately 2 minutes"

Capacity: "Approximately 4800 people per hour, per direction"

40.2 **Operation**

40.2.1 Specific operation requirements shall be as required in Attachment II to this Exhibit A.

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40.2.2 Schedules:

Schedules for system operating and operating fleet are specified in Attachment II of Exhibit A.

40.2.3 City's right to amend Schedules:

The operating periods and hours may be adjusted by the City to meet actual System and ridership and operations requirements; however, the above schedule shall apply for all purposes in this Agreement. Variances made by the City will be accommodated by special compensation based upon adjustments for operating hours and mileage variances from schedule, as detailed in Attachment II of Exhibit A.

40.3 Performance Requirements

40.3.1 Proposer shall operate and maintain the APM to achieve the service and availability levels specified in Attachment II of Exhibit B. Exhibit B also delineates Proposer payment calculations that relate to availability.

40.4 Safety Program

40.4.1 Proposer shall operate and maintain the APM Systems in accordance with the approved Safety Program Plan and all safety procedures provided by the Director in the Operations and Maintenance Manuals and Rule Book called out in Section 2.0, and identified in Attachment III of Exhibit A.

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ATTACHMENT I TO EXHIBIT “A” - ENVIRONMENTAL CRITERIA

1.0 SYSTEM ENVIRONMENTAL DESIGN CRITERIA

1.1 The System shall be operated, stored and maintained as specified without impairment resulting from the environmental conditions of the following Sections occurring either, individually or in natural combinations. System operations and maintenance shall not cause or induce environmental consequences greater than specified in the appropriate following Sections.

2.0 TEMPERATURE AND HUMIDITY

2.1 The operable ambient temperature range will be +10°F to +120°F in ambient relative humidity conditions of up to 100 percent, including periods of condensation. The System may be operated normally for temperature conditions, outside of this ambient range as specified by the proprietary Suppliers specific design documentation (manuals, procedures, etc.).

3.0 WATER POLLUTION

3.1 Proposer is responsible for the pollutants dropped or deposited by the trains and must ensure the pollutants do not get washed into the storm drainage system or on areas below the guideway. Proposer shall comply with all environmental laws, as identified in “Article III.U” of this Agreement, and shall notify Director immediately of any spills.

3.2 Discharge from activities in the M&SF, including the car wash, shall be into the industrial wastewater system provided by the City and in compliance with environmental laws noted herein.

3.3 Proposer shall provide all information, including at least flow rates and volumes of a list of System effluents, to the Director if requested.

4.0 WIND

4.1 Normal automatic operations, meeting all performance requirements of this specification, shall be continued during sustained winds of up to 45 mph. The System be operated automatically, but allowing up to 25 percent degradation in overall performance (e.g., train velocity, acceleration, and deceleration), during sustained wind speeds of 45 mph up to and including 55 mph. At sustained winds over 55 mph, passenger operations shall be discontinued and the trains parked and stowed.

5.0 PRECIPITATION

5.1 Normal passenger service operations shall be conducted during rain falling at all rates up to 8 inches per hour.

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6.0 SITE SPECIFIC ENVIRONMENTAL CONDITIONS

6.1 George Bush Intercontinental Airport/Houston has the following environmental conditions:

6.1.1 Elevation: 90 feet above sea level (approx.)

6.1.2 Thunderstorms: 40 to 50 days per year, per NFPA 780

6.1.3 Precipitation:

6.1.3.1 Average Annual Rainfall - 46 inches

6.1.3.2 Maximum Rainfall Per Hour - 8" per Hour, Per ASPE Databook

6.1.3.3 Building Code Design Rainfall - 8" Per Hour

6.1.4 Relative Humidity:

6.1.4.1 The ASHRAE 1" summer design dry bulb and coincident wet bulb indicates a relative humidity of 40%. The actual range of relative humidity experienced in Houston range from 0% RH to 100% RH and condensing humidity conditions do occur.

6.1.5 Snow: 1 day in 5 years

6.1.6 Ambient Temperatures: 30 year values: Low 7°, High 107°F

6.1.7 Design considerations to be verified by the Proposer:

6.1.7.1 Winter 99% ASHRAE Design - 28° F Dry Bulb

6.1.7.2 Summer 1% ASHRAE Design - 97° F Dry Bulb

6.1.7.3 Summer 1% ASHRAE Design - 80° F Wet Bulb

6.1.7.4 Summer 1% ASHRAE Design - 77° F Wet Bulb Coincident

6.1.7.5 ASHRAE Mean Daily Range - 18° F

6.1.7.6 ASHRAE Median of Actual Extremes - 99° F and 23.5° F

6.1.7.7 This is ASHRAE design weather data and the actual single occurrence high and low temperatures are outside the above ranges.

7.0 EARTHQUAKES

7.1 Earthquakes are a minimal environmental factor at the site. The area is classified a "Zone 0."

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ATTACHMENT II TO EXHIBIT “A” - OPERATIONAL REQUIREMENTS

1.0 SYSTEM OPERATING REQUIREMENTS

1.1 This Section defines the criteria and requirements for APM operations. These shall apply to all parts of the APM Systems.

2.0 PASSENGER SERVICE REQUIREMENTS

2.1 System Operating Hours

2.1.1 The Operating Periods for the APM shall be as follows:

- 2.1.1.1 Peak Hours - 0530 to 2200 hours
- 2.1.1.2 Off-Peak Hours - 2200 to 0530 hours

2.1.2 Transitions of the operating fleet size, i.e., insertion or removing trains from the APM guideways, for changes in the operating periods shall be made only in that period requiring the smaller fleet size.

2.1.3 All scheduled wayside and guideway maintenance which otherwise would interfere with or require reduced passenger service shall be accomplished during the Off-Peak period, unless otherwise approved by the Director.

2.1.4 All maintenance that requires any part of the APM Systems to be made unavailable for passenger service must be scheduled and performed by Proposer between 2200 and 0530 unless advance approval is obtained from Director. Required departure tests will be performed between the hours of 0430 and 0530 hours.

2.1.5 These operating periods and hours may be adjusted as a Special Service by the Director to meet actual APM ridership and operations requirements.

2.2 Special Services

2.2.1 Proposer shall provide the following special services, at no additional cost, at the request of the Director:

- 2.2.1.1 Adjust operating schedules for special events or holiday seasons. For such requests the Director will endeavor to give the Proposer as much advance notice as possible.
- 2.2.1.2 Accommodate special tours of the APM.
- 2.2.1.3 Conduct demonstrations of certain features of the APM at the Central Control Facility and/or the Maintenance and Storage Facilities.

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2.3 Headway

- 2.3.1 Headway is the elapsed time between the same part of consecutive trains operating in the same direction on the same guideway, measured at any given point on the guideway. During all normal operations with five 2-car trains, all trains on the same route shall operate at continuous and nominally equal headway and all trains on different routes that share a common guideway track section shall also operate at continuously equal headway. These equal headways will not apply to normal operations with six 2-car trains utilizing the alternating turn back at the D/E station.
- 2.3.2 Operational Headway - The headway determined appropriate for planned scheduled operations to meet passenger demand. The Operational Headway shall be used to calculate the System passenger capacity.
- 2.3.3 Platform Headway - For Synchronized Double Shuttle Mode only Platform Headway is the time between successive train departures from a station platform, without regard to the platform side from which the trains depart. The Operational Headway for the APM System during Off-Peak Period operations shall not exceed four (4) minutes.

2.4 Station Dwell Time

- 2.4.1 Station dwell time is the time during which the train is stopped in the station, measured from when the train doors are commanded to open until the train doors are closed and locked. The dwell time for trains at each station shall be a minimum of 10 seconds adjustable in one (1) second increments, up to a maximum of 60 seconds, except at the D/E station where the maximum will be 180 seconds to accommodate the alternating turn back. Within all ranges, station dwell times shall be automatically adjustable by the ATS subsystem to achieve proper train spacing on the route, or manually adjusted by the CCO to provide dwell times that are appropriate for specific, short-term patronage or other conditions.

2.5 Travel and Roundtrip Times

- 2.5.1 Travel time between sequential stations on a route is the time a train takes to travel from one station to the next, beginning the moment the doors are closed and locked at the originating station until the train is stopped and the doors are commanded open at the destination station. Station dwell times are not included in travel times.
- 2.5.2 Roundtrip time is the time a train takes to complete one circuit around its route. Roundtrip time consists of the sum of all travel times and station dwells on a route.
- 2.5.3 For determination of the roundtrip time, the Proposer shall assume station dwell times as defined in this document. For the APM System,

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the roundtrip time on the pinched-loop route shall not exceed 620 seconds with five 2-car trains, and 708 seconds with six 2-car trains.

2.6 Line Capacity and Platform Capacity

2.6.1 Line capacity is the number of passengers per hour, per direction (pphpd) that can be carried past a given point on a route by trains operating a prescribed service at the Operational Headway(s) loaded at the Normal Capacity.

2.6.2 For Synchronized Double Shuttle Mode only, Platform Capacity is the number of passengers per hour, per direction that can be carried away from a station platform by the two trains operating at the Operational Headway on each guideway defined below.

2.6.3 Proposer shall use these requirements and ensure sufficient spare vehicles at ready to meet System Service Availability and maintenance requirements. The number of spare vehicles shall be a minimum of one (1) spare train in a standby mode, equipped and functioning with no faults and ready for passenger-carrying service, shall be located on the Train Ready Track and available to replace a failed train on the Main Line within one (1) roundtrip time.

3.0 SYSTEM OPERATING MODES

3.1 Operating Modes shall include at least: 1) Normal Operating Modes for full service with five or six 2-car trains, and reduced-demand service and 2) Failure Operating Modes for failure management and unscheduled wayside maintenance-related operations. The System shall operate in all of these modes as specified in this Section.

3.1.1 Normal Operating Modes

3.1.1.1 All Normal Operating Modes shall be fully automatic, regulated operations. In these modes, the headway shall be regulated by the ATCS Supervisory computer controls. Actual station dwell times shall normally be determined by the ATO subsystem and shall be based on the nominal dwell times provided herein. Dwell times are adjustable by the CCO from the Central Control Room through the use of associated manual overrides. When normal movement of any train is impeded for any reason, including manual intervention, the ATS subsystem automatically, without CCO intervention, re-establishes regulated operation by adjusting train speeds and/or station dwell times. Current target dwell time values are displayed to the CCO at the Central Control Console workstation.

3.1.2 Pinched-Loop Operating Mode

3.1.2.1 The APM System normally operates in the pinched-loop mode, with trains operating between the two end stations of each route. Normally, all trains shall stop at each station on

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their route. At the end stations, the trains shall cross over to the other guideway lane for the return to their origin station. Dependent upon the placement of intermediate crossovers or turnbacks, it shall be possible to change the end station destination of any train before it begins its route from the end station at the other end of the line. Normal operations shall be in a counter-clockwise direction when viewed from above, for forward operations on the right-side lane of the dual-lane guideway. Pinched-loop operations may utilize five 2-car trains, or six 2-car trains.

3.1.2.2 Pinched-loop operation with six 2-car trains will entail alternating turnbacks at Station D. Trains approaching Station D will alternately enter the south or the north platform track of Station D. This will allow stable operation (i.e. with a small operating margin) when operating at the minimum headways of approximately 118 seconds. Operation with either five or six trains will require “station spacing” to be disabled in order to obtain the required headways.

3.1.2.3 It is estimated that pinched-loop operation with six trains and the alternating turnback will increase system capacity by slightly over 200 pphpd compared to five-train operation. This increase is anticipated to be valuable during known peak periods (holiday traffic, for example), as well as unpredictable peaks (recovery from an airline schedule disruption, for example). Because no history of this operational mode is currently available, it is anticipated that its use will involve a process of refinement whereby the value of its capacity increase is weighed against the additional wear and tear on an additional train. This refinement process will involve future dialogue between the HAS, the Airlines, and the O&M Contractor.

3.1.2.4 During the night period, pinched-loop operation is suspended, and the system normally operates as a single lane, end-to-end (Terminal A to Terminal D stations) shuttle. Normally, alternate lanes are utilized on alternate days for passenger service to accommodate maintenance activity on the out-of-service lane.

3.1.3 Synchronized Double Shuttle (Off-Peak and Failure Mode)

3.1.3.1 Synchronized double shuttle mode is a fully automated and regulated operation under the control of the ATC system. In this mode, the two trains: (1) depart from opposite end stations at approximately the same time; and (2) arrive at the destination station at approximately the same time. Normally, dwell times at the stations are set by the ATC system to be equal. Synchronization is controlled by the ATCS. If the normal movement of either vehicle is impeded for any reason for longer than 30 seconds, the System will

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automatically revert to the Unsynchronized Double Shuttle mode, with the two vehicles operating independently of each other. As soon as the impeded vehicle again proceeds under ATC control, the system automatically revert to the Synchronized Double Shuttle mode. The time period during which the System was operated in the nonscheduled unsynchronized mode shall be automatically counted as downtime in accordance with the Attachment describing Availability Measurement.

3.1.3.2 In addition, the system design also provides for a Synchronized Double Shuttle Off-set mode of operation, whereby the trains depart from opposite end stations with an off-set of ten (10) to ninety (90) seconds between train departures. This Synchronized Double Shuttle Off-set mode is selectable on the CCC by the CCO, and is also be fully automated and a regulated operation under the control of the ATC system.

3.1.4 On-Call Double Shuttle Mode

3.1.4.1 In On-Call Double Shuttle Mode, one train shall be normally stationed on each guideway at opposite end stations. Operation shall be fully automated under the control of the ATC. This mode shall be used during off-peak operations for periods of low or irregular passenger demand or should conditions prevent any other mode of operation. In the On-Call Double Shuttle Mode, train movement shall be initiated automatically whenever a passenger enters the boarding area of a station. In addition to automatic passenger sensing, each station boarding platform shall be provided with a passenger service call button located to be readily accessible by all passengers. As soon as a passenger's presence is detected automatically, or the service call button is depressed, a call for train service shall be automatically initiated and a light switch on the calling button shall be lighted. In response to a call for service, doors shall be opened on both trains for the prescribed dwell time and a one way trip shall be commanded for each train to the opposite end station, stopping along the way to service the intermediate station(s). When the station at which the call for service originated has been serviced (train/trains arrive and open doors), by the departing train in the case of end stations or by both trains in the case of intermediate stations, then the service call shall be reset.

3.1.4.2 If passenger demand is detected automatically (or if the service call button is depressed) after the train(s) doors have begun to close, or while the trains are enroute, the demand shall be processed as above after the trains arrive at their destination end stations. At times when there is no passenger demand the trains shall remain parked at

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opposite end stations with station platform and train doors closed.

- 3.1.4.3 In addition, the system design provides for an On-Call Single Shuttle Mode. In On-Call Single Shuttle Mode, one train shall operate end-to-end (Terminal A to Terminal D stations) on either one (CCO selectable) of the two guideway lanes. To begin On-Call Single Shuttle Mode, the train shall be initially stationed at either end station and train movement shall be initiated automatically whenever a passenger enters the boarding area of a station. As soon as a passenger's presence is detected automatically, or the service call button is depressed, a call for train service shall be automatically initiated and a lightswitch on the calling button shall be lighted. If the train is at an end station where demand is sensed, the station and vehicle doors shall open for the prescribed dwell time, and a one-way trip shall be commanded. If the train is at the other end station, opposite from the one from where the demand is registered, then the train shall be dispatched immediately and a roundtrip commanded. At times when there is no passenger demand the train shall remain parked in an end station with the station platform and train doors closed.

3.1.5 Failure Operating Modes

- 3.1.5.1 The following Failure Operating Modes exist for failure management purposes and for unscheduled maintenance of the wayside during the off-peak period only. Each Failure Operating Mode is a fully automated and regulated operation which does not require manual intervention while operations are underway. All trains operating automatically in these Failure Operating Modes are fully protected by the ATP. Proposer shall use one or any combination of these failure modes to continue service when a section of the line is blocked due to failure. Initiation and control of these failure modes shall be in accordance published procedures.

3.1.6 Single Shuttle Modes

- 3.1.6.1 Single Shuttle Modes are possible on both guideways between any two selected stations, designated as the Origin Station and the Destination Station. There may be intermediate stations located between the Origin and Destination stations.
- 3.1.6.2 In Single Shuttle Mode, one train will depart a designated Origin Station in the commanded direction, and proceed along the guideway to a commanded Destination Station, stopping and dwelling at all intermediate stations along the route to allow passengers to deboard and board. At the designated Destination Station, the train shall stop, dwell for passengers to deboard and board, and then reverse

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direction and proceed back along the guideway in the opposite direction to the Origin Station, stopping at all intermediate stations en route.

3.1.6.3 Operation in Single Shuttle Mode is fully automatic under ATC control, with dwells adjustable by the Central Control Operator. This mode may be used for off-peak operations when traffic demand is light, or to permit scheduled or emergency maintenance on the closed guideway track or train.

3.1.6.4 Single Shuttle Mode as described above is possible between any combination of stations as selected by the Central Control Operator.

3.1.6.5 Multiple Single Shuttle Mode routes may be operated simultaneously, either with one or more non-conflicting shuttles on each guideway or in a non-conflicting manner on a single guideway with a Loop Operating Mode route operating on the other guideway.

3.1.7 Single-Tracking Mode

3.1.7.1 The single-tracking mode is similar to the pinched-loop mode except that one or more sections of the guideway are excluded from the routes, and trains shall automatically be directed to by-pass such section or sections. This will result in bi-directional traffic on certain single lane sections of the guideway. CCO commands shall specify the route trains are to automatically follow.

3.1.8 Short Turnback Mode

3.1.8.1 In this mode portions of the line between two crossovers may be temporarily set up and operated as a pinched loop. Upon completion of Phase 3, it shall be possible to operate a Station B to Station D/E pinched-loop using either side of B or D/E in short turnback mode, and in conjunction with a single lane, either lane, Station A to Station B shuttle.

3.1.9 Synchronized Double Shuttle Mode

3.1.9.1 The Synchronized Double Shuttle Mode is a Mode possible between any two stations.

3.1.10 Operational Overrides and Adjustments

3.1.10.1 It is possible to override and adjust the automatic operation of the System in all modes by commands from Central Control in accordance with the manuals and procedures of operations. When imposed, APM overrides or adjustments, except for single, one-time train or station overrides, remain in effect until removed by the CCO.

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4.0 FAILURE MANAGEMENT

- 4.1 The Procedures describe failure management strategies. Proposer shall be responsible for affecting such strategies as necessary to meet the required System Service Availability.
- 4.2 Any failure management activity shall include the CCO, and/or other trained operations and maintenance personnel, providing frequent and clear information and instructions to riders, particularly those on the affected train(s) and station(s) using the vehicle and station public address subsystems. Proposer shall also be responsible to notify Facilities Administration, Maintenance Dispatch, and Airport Operations of such activity.

5.0 APM STARTUP AND SHUTDOWN, MODE TRANSITION, AND RESTART

5.1 Startup and Shutdown

- 5.1.1 The APM shall be started automatically by action of the CCO, after which trains shall be dispatched automatically into the operating part of the APM.
- 5.1.2 Prior to reducing or discontinuing APM service, announcements to that effect shall be made in all stations and trains. Trains shall continue to operate until all passengers then onboard complete their trips. Then train operations shall be terminated and maintenance personnel shall visually verify that each vehicle is empty of passengers by physical inspection at the last station at which each train stops. Trains may be staged along the guideway and routed to storage lanes prior to removal and returning them to the M&SF for cleaning and maintenance.

5.2 Mode Transition and Train Adjustments

- 5.2.1 The transition between operating modes within the normal operating state and the insertion and removal of trains into/from passenger service shall be accomplished automatically by ATC commands initiated by the CCO and shall not require manual train operations. The APM shall not be shut down to perform transitions or train changes. Service mode transitions in normal operations shall be completed within one round trip period. Delays to any train enroute during these actions shall not exceed one scheduled headway in duration. Before a train is removed from service, appropriate announcements shall be made on that train and at each station it enters prior to its actual removal. If possible, the train to be removed shall continue to operate until all passengers onboard at the first announcement have completed their trips. Maintenance personnel shall visually verify that the train is empty of passengers prior to its being taken out of service.
- 5.2.2 Transitions between the normal and other operating Modes shall be accomplished within a period of one hour. Delays to passenger

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service shall be minimized. Transition times shall not exceed the roundtrip time over the respective line. Except for a failed train, such transitions shall be accomplished automatically by the ATC system after initiation by the CCO and shall not require manual train operations. Appropriate announcements shall be made in all affected stations and trains. Passengers shall be disembarked from all trains going out of service at the most convenient station. Maintenance personnel shall ensure that no passenger remains on any train taken out of service.

5.2.3 Transitions between operating states and modes shall be measured for System Service Availability, as stated in Attachment II of Exhibit B.

5.3 APM Restart

5.3.1 APM restart refers to restoration of automatic system operations subsequent to an irregular system shutdown, partial or total. In this circumstance train locations on the guideway are random as opposed to the controlled initialization status at system startup. APM restart to automatic operations shall be initiated by Central Control command subject to Procedural Constraints and verification that ATP subsystem protection is functioning.

5.3.2 After verification of proper system performance, Facilities Administration, Maintenance Dispatch, and Airport Operations shall be advised and passenger service may then be resumed.

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ATTACHMENT III TO EXHIBIT “A” - APM PLANS AND MANUALS DOCUMENTATION

1.0 List of Plans and Manuals

- 1.1 Final System Operations Plan
- 1.2 The System Operations Manuals
- 1.3 Maintenance Plan
- 1.4 The System Assurance Plan
- 1.5 The Maintenance Manuals
- 1.6 Rule Book
- 1.7 The System Assurance Monitoring Plan
- 1.8 Vehicle Equipment Manual
- 1.9 Vehicle Equipment Renewal Parts Catalog Volume 1
- 1.10 Vehicle Equipment Renewal Parts Catalog Volume 2
- 1.11 Vehicle ATC System Manual
- 1.12 Station and Guideway Renewal Parts Catalog
- 1.13 Power Distribution System Manual
- 1.14 Station ATO System Manual
- 1.15 System Overview Manual
- 1.16 Communications System Manual
- 1.17 Guideway Switch Manual
- 1.18 Central Control Operating Procedures Manual
- 1.19 Central Control Equipment Manual
- 1.20 Wayside ATP System Manual
- 1.21 Training Manuals
- 1.22 Systems Operation Plan
- 1.23 Test Procedures / Test Results
- 1.24 Any Other Documents Required by the Specification
- 1.25 Proposer Shall Follow the American Society of Civil Engineers (ASCE) 21 (Part 1, 2, 3, and 4 of ASCE APM Standards)

2.0 Phase 3 is scheduled for completion in late July 2010, revised plans and manuals will be transmitted to contractor shortly thereafter.

3.0 The City will provide the Proposer with available manuals.

4.0 Proposer shall update technical literature throughout the term of the Agreement to reflect manufacturer's updates and changes or additions to the systems at Proposer's cost. Proposer shall be responsible for all technical literature, etc., required to perform the Work.

5.0 At the expiration or termination of the Agreement, the Proposer shall deliver to the Director all manuals, drawings, computer programs, procedures, records, tools, equipment, and testing devices that the Proposer has used to maintain the APM.

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ATTACHMENT IV TO EXHIBIT “A” - EXPANSION OF O&M SCOPE

1.0 EXPANSION OF O&M SCOPE

1.1 Phase 3 extension/expansion of the APM systems is currently under construction. This Phase 3 work has a contractual completion date, circa late November 2010, and is currently on schedule for an early completion date, circa late July 2010. It is unlikely that the Phase 3 extension/expansion work will overlap the O&M services specified in this RFP. However, if a significant delay were to be incurred by the Phase 3 work, it is possible that the services specified by this RFP could commence prior to the completion of the Phase 3 work. Therefore, for purposes of this RFP, this Attachment IV to Exhibit A generally describes the scope of the Phase 3 APM expansion, and outlines possible compensable and non-compensable obligations of the Proposer in accommodating the Phase 3 expansion should such expansion work overlap the O&M services specified herein. Because of the unlikely nature of this overlap, most requirements in this Section include the caveat “if required.”

2.0 DESCRIPTION OF PHASE 3 APM SYSTEM EXPANSION

2.1 Guideway and Station

2.1.1 Phase 3 APM expansion consists of an approximate 1250' extension of dual lane guideway from the existing Terminal B station to a new Terminal A station to be located at the northeast corner of Terminal A. Four new switches are incorporated directly to the east of the Terminal A station to allow continuation of the current pinched loop mode as the Normal Operating Mode. The existing four switches that comprise the existing crossovers east of the Terminal B station remain operational for failure management purposes.

2.2 Vehicle Fleet

2.2.1 Phase 3 expansion increases the existing vehicle fleet by 4 vehicles to a maximum of six 2-car trains in the Normal Operating Mode. Thus, the existing total fleet of 12 vehicles increases to 16 vehicles. The Normal Operating Mode would continue to utilize 2-car trains.

2.3 Power and Control

2.3.1 Phase 3 expansion includes a new third Power Distribution Substation (“PDS3”) located along the guideway right-of-way between the existing Terminal B station and the new Terminal A station. 12.47KV power is distributed from the post-CenterPoint side of the existing CenterPoint transformers at the original Phase 1 “PDS1” facility, and run beneath the new guideway to the new Phase 3 “PDS3” facility, whereby the high-side power is stepped down to 600VAC propulsion power for the new Phase 3 guideway extension. The Phase 3 expansion incorporates a new Gealoc Region to serve the new guideway extension. The existing Central

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Control Facility located in Terminal B remains and serves the Phase 3 expansion. Details of physical modifications and/or physical expansion of the existing Central Control Facility are minor. An example is the addition of CCTV monitors for the new cameras in the new Terminal A station.

3.0 ACCOMMODATION OF PHASE 3 APM SYSTEM EXPANSION – IF REQUIRED

3.1 If required, accommodation of the Phase 3 expansion under the terms and conditions of the Agreement encompass the physical and operational aspects of the Phase 3 expansion during the period of time its physical implementation may overlap the services in this RFP. Accommodations of impacts to Proposer will be **noncompensable** and **compensable** respectively as follows:

3.1.1 Physical and Operational Accommodation of the Phase 3 Expansion During Implementation – If Required

3.1.1.1 The Phase 3 expansion is currently being accomplished in an operating environment with respect to the current APM operations. The City and user Airlines hold it paramount that existing APM operations incur the least possible impact and/or interruption during the Phase 3 implementation. If required due to ongoing Phase 3 construction, this would require coordination, cooperation, concessions, and joint planning efforts between the Proposer and the Phase 3 Construction Contractors and all such efforts shall be **noncompensatory**. The following subsections list typical, but not exhaustive, examples of specific issues that could require the aforementioned interface between the aforementioned parties. If required, these interface issues are typical of the potential types of issues that shall be **noncompensable** to the Proposer unless such costs have been identified and agreed to by the Director and Proposer and are contained within the pricing structure of this Agreement.

3.1.2 Busing

3.1.2.1 Busing operations required to transport passengers between any of the existing Terminals during downtimes of the existing APM necessitated by the Phase 3 implementation are currently being provided by third party. All costs associated with buses, drivers, and any required ancillary fixed facilities are by third party. If required, it shall be the **noncompensable** responsibility of Proposer to assist with the coordination and planning for the busing operation, as well as the protocols for short-term initiation and termination of the busing operation during construction, and accommodation of modified/shortened APM maintenance windows during such construction.

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3.1.3 Wayside Availability

3.1.3.1 Numerous construction operations required for the Phase 3 expansion could have impacts on the availability of certain wayside appurtenances and/or entire sections of guideway of the existing APM. If required, it shall be the **noncompensable** responsibility of Proposer to accommodate such impacts with the least possible effect on ongoing APM operation.

3.1.4 MSF Availability

3.1.4.1 Available bay space within the MSF building is currently being impacted during vehicle testing and commissioning of the new vehicles. If required, it shall be the **noncompensable** responsibility of Proposer to accommodate such impacts with the least possible effect on ongoing APM operation.

3.1.5 System Operations

3.1.5.1 Implementation of the Phase 3 APM expansion necessitates the phased testing and introduction of new ATC software version(s). This involves switching operations between existing safety-certified software and software under testing for the Phase 3 expansion. Such switching between software and/or the associated operational modes could be required on an off-peak nightly basis (alternating between revenue and non-revenue service) during certain times of the implementation. If required, it shall be the **noncompensable** responsibility of Proposer to accommodate such impacts with the least possible effect on the ongoing APM operation.

3.1.6 Operation and Maintenance of the Phase 3 APM Expansion Subsequent to Implementation

3.1.6.1 Subsequent to the implementation of the Phase 3 APM expansion, it is the goal of the City to accommodate the increased Operation and Maintenance burden of the expanded system under the terms and conditions of this Agreement. All costs associated with the expansion shall be included in Exhibit "B" (Bid Form).

3.1.7 Phase 3 O&M Requirements

3.1.7.1 The physical aspects of the Phase 3 APM expansion involve physical additions to the vehicle fleet, guideway length, and so forth as generally described in this Agreement.

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3.1.8 Training Impacts on Existing Staff

3.1.8.1 Training for the Phase 3 Expansion was provided by the Phase 3 APM Supplier, Bombardier Transportation USA, Inc., in May 2010 for the then-current O&M provider and HAS staff. No further or additional training is anticipated.

3.1.9 Additional Phase 3 Staff

3.1.9.1 The yearly Basic Services, broken down by monthly fees, as proposed in Exhibit “B” (Bid Form) shall be inclusive of the staff required to operate and maintain the entire APM system, inclusive of Phase 3.

3.1.10 Additional Spares, Consumables, Expendables

3.1.10.1 Appendices 1 through 3: City-Furnished Inventory is inclusive of those parts required for the entire system, including Phase 3. If required, any increase in the number of inventoried spares, consumables, and expendables would be the one-time **compensable** responsibility of the Proposer. Following any such one-time compensation, the contractual condition of continually maintaining a one-year's supply of spares, consumables, and expendables would remain. If required, the exact number of items would be justified to, and agreed upon by the Proposer and Director.

3.1.11 Additional Equipment

3.1.11.1 Appendices 1 through 3: City-Furnished Inventory is inclusive of additional equipment required for Phase 3. Any increase in such equipment would be the **compensable** responsibility of the Proposer to supply such equipment. The exact type and number of such equipment would be justified to, and agreed upon by the Director and Proposer.

EXHIBIT B – BID FORM
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EXHIBIT "B" – BID FORM

BASIC SERVICES FEES

For acceptable performance of this Agreement, the Proposer shall be paid the Basic Services Monthly Fee as set forth in the Agreement and Exhibit "A" and may be adjusted as specified in the Agreement, Exhibit "A" and Exhibit "B" (Attachments I and II). The Monthly Fee for any partial month shall be prorated for the number of days in the month that the APM is actually operated according to the System Operations Plan.

Base Bid – Term of Three (3) Years, with Two (2) One-Year Option Years

	PERIOD	MONTHLY FEE	ANNUAL FEE
	YEAR 1	\$	\$
	YEAR 2	\$	\$
	YEAR 3	\$	\$
	YEAR 4 (OPTION YEAR 1)	\$	\$
	YEAR 5 (OPTION YEAR 2)	\$	\$
TOTAL BASIC SERVICES			\$

EXHIBIT B – BID FORM
SOLICITATION NO.: S10-T23660

OTHER WORK / SERVICES FEES

For budgetary purposes only, the City is providing a method to estimate the dollar amount of additional Other Work/Services for each contract year. The actual annual dollar amount for additional Other Work/Services may be higher or lower than the estimates and Proposer shall not receive the difference. Proposer shall be paid only for Other Work/Services actually requested and performed. If Other Work/Services are performed by the on-site crew in conjunction with their regular duties, Proposer shall not receive additional compensation for their labor.

LABOR

Authorized Other Work/Services labor provided on an "as needed" basis. The quantity of labor hours stated herein are **estimates** only. In the event such labor is required, the actual quantities will depend on the needs of the City which may be higher or lower than the stated quantities. Regular hours are defined as 8:00 A.M. to 5:00 P.M., Monday – Friday, C.S.T. All other hours and City of Houston-authorized holidays are considered as "After Regular Hours."

APM ENGINEER

	Regular Hours Rate	Est. Reg. Hours Qty	Regular Hours Total	After Regular Hours Rate	Est. After Reg. Hours Qty	After Regular Hours Total	Est. Annual Total
Year 1	\$	800	\$	\$	250	\$	\$
Year 2	\$	800	\$	\$	250	\$	\$
Year 3	\$	800	\$	\$	250	\$	\$
Year 4	\$	800	\$	\$	250	\$	\$
Year 5	\$	800	\$	\$	250	\$	\$
EST. APM ENGINEER (5 YEAR TOTAL):							\$

APM MAINTENANCE TECHNICIAN

	Regular Hours Rate	Est. Reg. Hours Qty	Regular Hours Total	After Regular Hours Rate	Est. After Reg. Hours Qty	After Regular Hours Total	Est. Annual Total
Year 1	\$	600	\$	\$	200	\$	\$
Year 2	\$	600	\$	\$	200	\$	\$
Year 3	\$	600	\$	\$	200	\$	\$
Year 4	\$	600	\$	\$	200	\$	\$
Year 5	\$	600	\$	\$	200	\$	\$
EST. APM MAINTENANCE TECHNICIAN (5 YEAR TOTAL):							\$

OTHER WORK/SERVICES ESTIMATED LABOR (5 YEAR TOTAL):	\$
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EXHIBIT B – BID FORM
SOLICITATION NO.: S10-T23660

SUBCONTRACTED WORK AND MATERIALS

Material includes (equipment, parts, and supplies for authorized other work/services provided on an "as needed" basis)–The estimated five-year values stated herein are estimates only. In the event such items are required, the actual values will depend upon the needs of the City, which may be higher or lower than the stated values.

PRICES SHALL BE BASED ON THE PROPOSER'S ACTUAL COST PLUS THE FOLLOWING MARKUP PERCENTAGES:

	ITEM	ESTIMATED ANNUAL COST	PROPOSER PERCENT MARKUP (Maximum of 15%)	TOTAL ANNUAL ESTIMATED COST
	MATERIALS	\$1,000,000	_____ %	\$ _____
OTHER WORK/SVCS -- ESTIMATED SUBCONTRACTED WORK AND MATERIALS (5 YEAR TOTAL):				\$ _____

Contractor must fill in the above maximum percent markup (not to exceed 15%) and complete Total Annual Estimated Cost and Five-Year Total Amount.

ATTACHMENT I TO EXHIBIT B
SOLICITATION NO.: S10-T23660

ATTACHMENT I TO EXHIBIT "B"

DOWNTIME EVENT LIMITS, SYSTEM AVAILABILITY AND LIQUIDATED DAMAGES

1.0 DOWNTIME EVENT LIMITS

1.1 In addition to the System Service Availability requirements, the APM Systems shall not exceed the following System Downtime limits during each calendar month of the Term and extension period, if any:

1.1.1 Deductions in Average Monthly Payments due the Proposer shall be made based on the following table if the maximum numbers of Downtime Events set forth below are exceeded per month. The total reduction of payment due to exceeding such downtime limits shall be no greater than 5% of the monthly payment, per month.

Length of Downtime Event	Max # of Downtime Events Per Month	% Deduction
Up to and including one minute	150	.0015%
Greater than one minute and less than or equal to 10 minutes	30	.015%
Greater than 10 minutes and less than or equal to 20 minutes	2	.035%
Greater than 20 minutes and less than or equal to 45 minutes	1	.085%
Greater than 45 minutes	0	.200%

1.1.2 Additionally, no more than ten (10) Service Mode Downtime events of any duration shall occur during any calendar day of operation. If the ten (10) Service Mode Downtime events per-day limit are exceeded, corrective actions shall be made in accordance to the Agreement.

2.0 SYSTEM AVAILABILITY AND LIQUIDATED DAMAGES

2.1 In addition to deductions for downtime events set forth above, or any calendar month of this Agreement that the APM exceeds, or does not achieve a System Service Availability (A) of ninety-nine and one-half percent (99.5%), a Payment Factor shall be applied to the Proposer's Average Monthly Payment for that month. System Service Availability is defined in Exhibit B, Attachment II. Decreases shall be as liquidated damages for not providing the required service performance, recognizing that demand for services during such times may have been denied or delayed and that the damage to the City is not readily ascertainable. The Payment Factors shall be as follows:

ATTACHMENT I TO EXHIBIT B
SOLICITATION NO.: S10-T23660

<u>SYSTEM AVAILABILITY</u>	<u>PAYMENT FACTOR</u>
99.5 - 100.00	1.000
98.9 - 99.49	0.991
98.8 - 98.89	0.981
98.7 - 98.79	0.971
98.6 - 98.69	0.961
98.5 - 98.59	0.949
98.4 - 98.49	0.937
98.3 - 98.39	0.916
98.2 - 98.29	0.892
98.1 - 98.19	0.870
98.0 - 98.09	0.850
97.9 - 97.99	0.832
97.8 - 97.89	0.816
97.7 - 97.79	0.802
97.6 - 97.69	0.786
97.5 - 97.59	0.773
97.4 - 97.49	0.761
95.0 - 97.39	0.750
90.0 - 94.99	0.500
Below 90.0	0.000

- 2.2 Should the APM not achieve a System Service Availability of at least 99.5% in any calendar month, then the amount to be paid to the Proposer for that month shall be the Monthly Fee for that month, multiplied by the appropriate Payment Factor from the above table. Service Availability shall be calculated to two decimal place accuracy, and the appropriate payment factor interpolated from the above table calculated to three decimal place accuracy.

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

ATTACHMENT II TO EXHIBIT "B"

SYSTEM SERVICE AVAILABILITY REQUIREMENTS

- 1.0** This Section provides the requirements for measurement of the availability of System service. System Service Availability is a measure of the total quantity and quality of transportation service actually operated compared with that scheduled to be operated over a given time period. System Service Availability (A) is defined as the product of Service Mode Availability (A_m), Fleet Availability (A_f), and Station Platform Availability (A_s), each of which is determined for the same specific service mode and time period.
- 2.0** Pinched Loop Operating Mode shall normally be provided. Other Operating Modes described in Exhibit A, Attachment II shall receive full credit when scheduled, including periods of scheduled maintenance in the Off-Peak Period. The failure operating modes described in Exhibit A, Attachment II used for failure management purposes may receive partial System Service Availability credit as described below.
- 3.0** The units of hours used to calculate Service Availabilities shall be taken from actual measurements measured in hours, minutes, and seconds. Accuracy of ATC-based data for such calculations shall be to the rounded thousandth of an hour.

4.0 SERVICE MODE AVAILABILITY

- 4.1 Service Mode Availability for each time period during which a specific operating mode is provided is defined as:

$$A_m = \frac{\text{Scheduled Mode Operating Hours} - \text{Mode Downtime Hours}}{\text{Schedule Mode Operating Hours}}$$

Where:

- A. Scheduled Mode Operating Hours. The total time, in hours, that the System is scheduled to provide passenger service in the specific operating mode.
- B. Mode Downtime Hours. The total time, in hours, of all Downtime Events occurring while the System is scheduled to provide service in the specific operating mode.
- C. Mode Downtime Event. An event in which one or more System-related problems cause an interruption of the normal service provided by the desired mode. When such an interruption occurs, downtime for the event shall include all the time from the beginning of the interruption until all trains stopped on the guideway are restarted and normal operation in the scheduled mode is restored. Stoppages resulting from causes listed below as exclusions shall not be counted as Downtime Events. Downtime Events of a duration which is less than one Minimum Operational Headway shall not be counted in the calculation of Service Mode Availability, but shall be counted for Downtime Limits purposes.
- D. Exclusions. The following events are not attributable to the System itself and are not Downtime Events. Delays due to these exclusions are not to be used in determining Service Mode Availability, and shall result in the entire period

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

affected by them being deleted from consideration in calculating Service Mode Availability, but not from data collection and storage. All data collection means shall include all periods of time; exclusions shall be determined subsequently upon review by the Proposer and Owner's Representative.

4.2 The time period to transition from one scheduled operating mode to another scheduled operating mode. Valid transition periods shall not be counted in calculating A_m . Time in excess of allowable transition time by more than two (2) minutes shall be adjusted by an AK@ factor of 0.5, as described herein. The time to change into and out of a lesser, nonscheduled, operating mode due to a failure of the scheduled, or higher-order backup operating mode shall not be excluded, but shall be counted as the lower of the operating modes.

4.2.1 Passenger-induced interruptions or delays.

4.2.2 Interruptions caused by intrusions of unauthorized persons or of animate or inanimate objects into non-public areas of the System.

4.2.3 Interruptions caused by non-System induced loss of service, e.g., loss of utility service, electrical power provided outside the nominal range, vehicle diversion resulting from intended security provisions, force majeure, and acts or omissions of the Owner or its agents or Proposers.

4.2.4 Periods of scheduled operating times when the specified environmental limits of Exhibit A, Attachment I are exceeded.

4.2.5 Periods when the Fixed Facilities are not available unless their unavailability is attributable to the Proposer or its vehicles/subsystems.

4.2.6 Operational delays induced as part of ATC system to regulate train operations, maintain schedules and for anti-bunching, where such delays do not exceed the Operational Headway during the a.m. peak period.

5.0 FLEET AVAILABILITY

5.1 The Fleet Availability for each time period during which a specific service mode is provided accounts for fleet reliability and the ability to provide the scheduled System capacity at the scheduled operations headway and is defined as:

$$A_f = \frac{\text{Actual Car Hours}}{\text{Scheduled Car Hours}}$$

Where:

A. Actual Car Hours. The cumulative car hours actually operated in the System in trains not exceeding the train size scheduled for the specific service mode period. This is calculated as the product of the actual number of fully-functional cars provided in the specific operating mode and the time, in hours, during which that mode and those cars operate, minus all car downtime.

B. Fully Functional Cars. The actual number of cars shall not exceed the scheduled number for the period, either in the aggregate or in any vehicle/train. A car with a Priority I or II malfunction, as identified in the

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

Supervisory System records at Central Control, shall not be counted as fully functional.

- C. Scheduled Car Hours. The product of the scheduled number of cars in the scheduled-size trains required for operation for the specific operating mode and the time, in hours, scheduled for that mode.
- D. Car Downtime Event. An event in which the scheduled service of a car, or vehicle if no separate cars are furnished, is interrupted or the car is not fully functional, for duration equal to or greater than twice the Minimum Operational Headway. Events caused by conditions 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, and 4.2.6 of this Section shall be excluded.

6.0 STATION PLATFORM AVAILABILITY

6.1 The Station Platform Availability for each time period during which a specific service mode is provided is defined as:

$$A_s = \frac{\text{Actual Platform Door Hours}}{\text{Scheduled Platform Door Hours}}$$

Where:

- A. Actual Platform Door Hours is the product of the actual number of station platform doors operated and the time, in hours, of the specific operating mode. Any failure of station, wayside, or other System equipment or of software which renders a platform door not usable for longer than one-and-a-half (1.5) minutes shall be counted as a door Downtime Event. Events caused by passengers, loss of primary utility service, or closing of the station or platform not due to System problems shall be excluded. In no case shall the actual number of doors exceed that scheduled, either in the aggregate or at any station platform. If a station or station platform is not served because the guideway to it is blocked, its doors shall not be included in A_s (see C. below).
- B. Scheduled Platform Hours is the product of the scheduled number of station platforms required to be operable and the time, in hours, for the specific operating mode.
- C. Exclusions. If a station platform is not served because the guideway to it is blocked, it shall not be included in A_s but the event shall be counted as a downtime for the calculation of Service Mode Availability. The duration of time a station platform is closed due to conditions 4.2.1, 4.2.2, 4.2.3, 4.2.4, and 4.2.5 of this Section, or the closing of a station or platform for other than System problems shall also be excluded. At an end station with two platforms, if only one is required for service, the failure of one platform shall be excluded if the switchover occurs within one minute and no train is affected by the failed platform.

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

7.0 SYSTEM SERVICE AVAILABILITY DETERMINATION

7.1 As long as the System remains in the operating mode scheduled for a period, A_m , A_f , and A_s shall be calculated in accordance with Attachment II to Exhibit "B," respectively, for the mode, fleet, and station platforms required for the specific operations scheduled. System Service Availability for that period of time (I) shall then be calculated as:

$$A_{L(I)} = A_{m(I)} \times A_{f(I)} \times A_{s(I)}$$

7.2 If a Downtime Event occurs and service is not restored to that scheduled for the System, but rather a lesser service mode is operated for failure management, then A_f and A_s shall be defined according to the requirements for that lesser mode of service over that period. To determine A_m , the entire time period for operating such an unscheduled lesser level of service shall be counted as partial Mode Downtime by multiplying A_m for the lesser service mode by the appropriate AK@ factor, as defined in the following Table:

K FACTORS FOR A_m

SCHEDULED OPERATING MODE	ACTUAL (FAILURE MANAGEMENT) OPERATING MODE				
	Pinched Loop	Short Turnback Mode w/ Shuffle	Synchronized/ On-Call Double Shuttle	Single Shuttle	System Stopped
Pinched Loop	1.0	0.75	0.50	0.25	0
Synchronized/On-Call Double Shuttle	N/A	N/A	1.0	0.5	0

7.3 Downtime for an event shall be counted either with regard to the System, or the Fleet, or the Station Platform consistent with that portion of the System which is disrupted and shall not result in either double- or triple-counting of downtime. Where it may be possible to count a downtime event in more than one area (i.e., mode, or fleet, or platform), it shall be counted in that area which best measures the quantity of service which is not available.

7.4 Each time period is defined by the actual operating mode provided. For each operating mode time period, the data shown in the following "System Service Availability Data Table" shall be provided. These data shall be summed over the calendar time periods such as daily, weekly, monthly, as required by Exhibit "B." The System Service Availability for any calendar time period is the sum of the System Service Availabilities multiplied by their respective hours of service of all included service periods, divided by the sum of all scheduled service hours for that calendar period. System Service Availability for that calendar period shall be the average of the System Service Availability calculated in accordance with Exhibit "B."

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

- 7.5 Proposer shall utilize the ATC Supervisory System's automated process to gather and analyze the data required for calculating System Service Availability. This process, including the details of definitions, calculations, and reporting is per the System Assurance Monitoring Plan (see Exhibit A, Attachment III). This automated process also includes other data related to service quality but is not a factor of System Service Availability.

**ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660**

7.6 SYSTEM SERVICE AVAILABILITY DATA TABLE

SERVICE PERIOD	SERVICE TIME IN HOURS	SCHEDULED SERVICE MODE	ACTUAL SERVICE MODE	APPLICABLE "K" FACTOR	CALCULATED SERVICE MODE AVAILABILITY	RECORDED SERVICE MODE AVAILABILITY (A _m)	SCHEDULED CAR HOURS	ACTUAL CAR HOURS	FLEET AVAILABILITY (A _f)	SCHEDULED PLATFORM HOURS	ACTUAL PLATFORM HOURS	STATION AVAILABILITY (A _s)	TIME FACTORED SYSTEM SERVICE AVAILABILITY (T _{fA})
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
One Line for Each Date & Time Period	(Hours)	(Mode)	(Mode)	(1 or K)		(5)*(6)			(9)/(8)			(12)/(11)	(2)*(7)*(10)*(13)
Totals	Sum all Hours												Sum all Entries

7.7 SYSTEM SERVICE AVAILABILITY REQUIREMENTS

7.7.1 The Availability requirements for the System shall be per Attachment II of Exhibit "B."

7.8 CORRECTIVE ACTIONS

7.8.1 For any calendar month during the Agreement that the minimum System Service Availability specified in Exhibit "B" is not met, or performance records indicate it will not be met, or if System Downtime Events exceed the limits specified in Attachment I of Exhibit "B," the Proposer shall, at its own expense, promptly undertake reviews and analyses, including a review of maintenance procedures, and shall propose a plan to the Director within fourteen (14) calendar days to correct the problem(s). Corrections necessary to meet these requirements shall be made by the Proposer at no additional cost to the City. Immediately after Director's approval of corrective action(s), the Proposer shall make the corrective action(s) to mitigate the cause. Corrective actions shall be documented in a Failure Analysis and Correction Report. A preliminary Failure Analysis and Correction Report shall be issued by the Proposer to the Director when the corrective program is initiated and a final Failure Analysis and Correction Report shall be issued when the success of the corrective action can be substantiated.

ATTACHMENT II TO EXHIBIT B
SOLICITATION NO.: S10-T23660

- 7.9 In the Failure Analysis and Correction Report, equipment failures shall be classified as either relevant or non-relevant, as follows:
- 7.9.1 Relevant failures shall be any failure of a part or component, or performance which causes the equipment item characteristics to deviate beyond the nominal ranges of the equipment specifications.
 - 7.9.2 Non-relevant failures shall be any failure caused by a condition external to the equipment.
 - 7.9.3 The Failure Analysis and Correction Report shall address the detailed diagnosis of each failure and shall identify corrective actions, failed components and failure mode. All failure analyses shall address the subjects of independent, dependent, intermittent multiple or pattern failures.
 - 7.9.4 Dependent Failure: A failure caused by the failure of an associated item (dependent failures are not necessarily present when simultaneous failures occur).
 - 7.9.5 Independent Failure: A failure which occurs without being caused by the failure of other parts of the equipment under test, test equipment, instrumentation, or the facility.
 - 7.9.6 Intermittent Failure: The momentary cessation of equipment operation.
 - 7.9.7 Multiple Failures: The simultaneous occurrence of two or more independent failures (when two or more failed parts are found during trouble shooting which cannot be shown to be interdependent, multiple failures are presumed to have occurred).
 - 7.9.8 Pattern Failures: The occurrence of two or more failures of the same part in identical or equivalent application which are caused by the same basic failure mechanism.

EXHIBIT C – PROPOSER INSTRUCTIONS/CONDITIONS/REQUIREMENTS
SOLICITATION NO.: S10-T23660

1. Special Instructions to Offeror(s)

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

2. Uniform Instructions to Offeror(s)

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

3. General Terms and Conditions

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

4. Special Terms and Conditions

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

5. Site Visit

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

6. Proposal Outline and Minimum Content Requirements

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

7. Proposer's Qualifications

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

8. Performance Bond

Proposer full understands the above requirement and complies. Yes No

If "No" Explain: _____

9. Sample Contract

Proposer fully understands the above requirement and complies. Yes No

If "No" Explain: _____

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S10-T23660

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTLE FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. [Please limit to three (3) pages.]

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for RFP NAME, which should include, but not be limited to the following:

5.1.1 A brief statement of the Offeror understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S10-T23660

6.0 PROPOSED EQUIPMENT: (Optional)

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 CONTENTS:

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment (If Applicable)

8.1.8 Financial Statement and or Federal Tax Forms Filed for Past Two Years

8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

8.1.10 List of References and List of Proposed Subcontractors (Exhibit I)

8.1.11 Pricing Form / Fee Schedule (Exhibit III)

8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

8.1.15 Anti-Collusion Statement (Exhibit VIII)

8.1.16 Conflict of Interest Questionnaire (Exhibit IX)

8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

8.1.18 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

<p style="text-align: center;">EVALUATION AND SELECTION PROCESS SOLICITATION NO.: S10-T23660</p>

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance, minus the weight for each scoring criteria below:

- 2.1.1 Technical Approach and Management Plan
- 2.1.2 Price
- 2.1.3 Experience and Reputation
- 2.1.4 Ability to Supply OEM Parts / Ability to Fully Implement SIMS
- 2.1.5 Financial Strength and Stability
- 2.1.6 M/WBE Participation (11%)
- 2.1.7 General Conformity with RFP Requirements

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S10-T23660

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name:

Title:

Date:

Address of Contractor:

Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and Title of Affiant:

(Notary Public in and for)

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S10-T23660

County, Texas

My Commission Expires: _____ day of _____ 20__

EXHIBIT I – REFERENCES
SOLICITATION NO.: S10-T23660

The reference(s) must be included in the space provided below. Additional pages may be added if necessary. If references are not included in the Proposal, the Proposer shall be required to provide such references to the City of Houston within five (5) working days from receipt of written request from the City of Houston to do so. Proposer's capability and experience shall be a factor in Proposal evaluation.

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

EXHIBIT I – REFERENCES
SOLICITATION NO.: S10-T23660

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____
5. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-T23660

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-T23660

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S10-T23660**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: S10-T23660**

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

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

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

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

**EXHIBIT II – ATTACHMENT “D”: AFFIRMATIVE ACTION AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: S10-T23660**

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF A.A. CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Affirmative Action Division
ATTN: Velma Laws 713-837-9018
611 Walker, 20th Floor
Houston, Texas 77002

**EXHIBIT III – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S10-T23660**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT III – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S10-T23660**

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT III – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S10-T23660

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES: THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

-
- COMPANY A
-
- COMPANY B
-
- COMPANY C
-
- COMPANY D
-
- COMPANY E

INSURED

SAMPLE FORM

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 500,000 \$ 500,000 \$ 500,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

<p style="text-align: center;">EXHIBIT IV – FAIR CAMPAIGN ORDINANCE SOLICITATION NO.: S10-T23660</p>

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT IV – FORM “A”: CONTRACTOR SUBMISSION LIST
SOLICITATION NO.: S10-T23660

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____
Proprietor Address _____

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____
Partner Address _____

Name _____
Partner Address _____

A CORPORATION

List all directors of the corporation (if none state “none”):

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

EXHIBIT IV – FORM “A”: CONTRACTOR SUBMISSION LIST
SOLICITATION NO.: S10-T23660

List all officers of the corporation (if none state none”):

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT V: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S10-T23660**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a Contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT V: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-T23660

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT V: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-T23660

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VI: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO. S10-T23660**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VI – ATTACHMENT “A”
 DRUG POLICY COMPLIANCE AGREEMENT
 SOLICITATION NO.: S10-T23660**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor)
 (Name of Company)

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

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

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

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

 Date

 Contractor Name

 Signature

 Title

EXHIBIT VII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S10-T23660

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VIII – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: S10-T23660

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

EXHIBIT VIII – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S10-T23660

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT IX – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S10-T23660

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. **Covered Contracts:** Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. **Covered employees:** This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. **Compliance with the program means that the Contractor either:**
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. **Subcontracts:** The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. **Exemptions/Waivers:** The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. **Administration:** Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

II. Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the Bid/Proposal.

EXHIBIT IX – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S10-T23660

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.

2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT IX – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S10-T23660



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a Contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

[Type text]

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

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

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the Contract with the City.

Yes No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Following Information is Mandatory	Prime Contractor	Subcontractor
Total No. of Employees on City Job		
No. Of Employees – "Playing"		
No. Of Employees – "Paying"		
No. Of Employees "Exempt"		

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

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or Type)

**EXHIBIT X – FORM “1A”
PRE-PERFORMANCE BOND
SOLICITATION NO.: S10-T23660**

PERFORMANCE BOND

THE STATE OF TEXAS :

COUNTY OF HARRIS :

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$_____ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond)

**EXHIBIT X – FORM “1A”
PRE-PERFORMANCE BOND
SOLICITATION NO.: S10-T23660**

before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond 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 on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation) _____
WITNESS: (if not corporation) (Name of Principal)

(Address of Principal)

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

ATTEST/SEAL
SURETY WITNESS: _____
(Name of Surety)

(Address of Surety)

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

Date Paralegal

APPENDIX-1 CITY-FURNISHED INVENTORY: SHELVING, FURNITURE & SPARE PARTS

SHELVING

<i>Item #</i>	<i>Part Catalog #</i>	<i>Description</i>	<i>Qty</i>
1		SINGLE SIDED A FRAME 36W x 24D	4
2		DEEP TRAY FLUSH FRONT 15D x 6H	4
3		SHALLOW TRAY FLUSH FRONT 9D x 3H	8
4		HANGER BAR 36W x 4H	4
5		SPINDLE	2
6		PAIL CRADLE 7"	2
7		CABINET 34H x 46W x 21D	10
8		MOBILE SHELF CABINET	4
9		4 WHEEL DRUM TRUCK	1
10		HD SHELVING 24 x 48 x 72	40
11		HD SHELF 24 x 48	40
12		CYLINDER HANDLER	1
13		PAN & TRAY TRUCK	2
14		36" SOLID TRAY	12
15		36" MESH TRAY	12
16		WAGON TRUCK 36W x 60L	1
17		HI DCK PORTABLE TAB 30H x 30W x 48L	4
18		HI DCK PORTABLE TAB 30H x 36W x 60L	2
19		STL CAB W/ SHELVES 36W x 24D x 72H	8
20		SHELF 36 x 18	14
21		SHELF UTILITY TRUCK	2
22		HI CAP CAB W/ BINS 60W x 24D x 84H	3
23		HI CAP CAB W/ BINS 60W x 24D x 84H	2
24		HI CAP CAB W/ BINS 48W x 24D x 84H	2
25		HI CAP CAB W/ BINS 36W x 24D x 72H	6

FURNITURE

<i>Item #</i>	<i>Part Catalog #</i>	<i>Description</i>	<i>Qty</i>
1	2149BK	STACKING ARMLESS SIDE CHAIRS	12
2	GCRR48BKBLK	ROUND TABLE, TUBE BASE 48"	2
3	4561IM52	LOW BACK TILTER CHAIR	8
4	CNHFS2448SOGGR	CONNECTABLES HALF ROUND TOP	2
5	CNR2448SOGGR	CONNECTABLES RECTANGULAR TOP 24"D x 48"W	4
6	CNTLEG24BK	CONNECTABLES "T" LEG BASE 20"	12
7	2998BKLN07	POSTURE TASK	1
8	A2036LFSOGSOG	2 DRAWER LATERAL FILE 20" x 36" x 29"	1
9	A3060DPSOGSOG	DOUBLE PEDESTAL DESK 30" x 60" x 29"	1
10	A2042L4SOGSOG	ADAPTABILITIES 20" x 42" x 29" H LEFT FLUSH RETURN	2
11	A3066S4RSOGSOG	ADAPTABILITIES 29	2
12	GF3060BKpz09	FULLY UPHOLSTERED PANEL 30-3/8"W x 60" H	2
13	GF3660BKpz09	FULLY UPHOLSTERED PANEL 36-3/8"W x 60" H	2
14	PB2	180 DEGREE CONNECTOR	2
15	PBW	WALL MOUNTED CONNECTOR	2
16	4565IM52	ARM CHAIR	2
17	A2222MTSOGSOG	MAGAZINE TABLE 22" x 22" x 18"	1
18	9336-4F1HBGR	4 DRAWER LATERAL FILE CABINET 36"W	4
19	A2448R4AWCAWC	ADAPTABILITIES 24" x 48" x 29" H RIGHT FLUSH RETURN	2
20	A3672S4RAWCAWC	SINGLE PEDESTAL DESK 36" x 72" x 29" H	2

SPARE PARTS

Item #	Part Catalog #	Description	Qty
1	5D73120G01	PC BD, TERM CARD	1
2	5D73355G01	PC BD, TERM CARD C	1
3	5D73379G01	PC BD, TERM CARD	1
4	5D73379G02	PC BD, TERM CARD	1
5	404P682H22	RELAY, GERMAN SIGNAL, 4NO/4NC	6
6	404P682H21	RELAY, GERMAN SIGNAL	6
7	225P735G01	PC BD, PROPULSION MONITOR PANEL	1
8	409P177H28	AUDIO AMPLIFIER UNIT	1
9	404P443H12	RELAY, (PPWR, MAN DR)	2
10	404P595H08	BREAKER, 15 AMP (AB)	5
11	4078B16H01	VOLTMETER	1
12	5D73111G01	ATCV, ANALOG I/O	1
13	5D73372G01	ATCV, 80186 CPU ASSY	1
14	225P687G02	PC BD, FAIL-SAFE PRE-AMP	1
15	226P262G05	PC BD, SPEED CODE PRE-AMP ASSY	1
16	267P858G02	ATCV, POWER SUPPLY ASSY	1
17	267P862G05	ATCV, PROGRAM STOP & ID RECEIVER	1
18	267P864G02	ATCV, DOOR CONTROL	1
19	267P940G01	ATCV, RELAY LOGIC, EMERGENCY/T.S. PCB	1
20	5D73062G01	ATCG, PWR SUPPLY	1
21	5D73110G01	ATCV, DIGITAL I/O ASSY	1
22	5D73112G01	ATCV, TACH READER	1
23	5D73120G02	PC BOARD, TERMINATION CARD	1
24	5D73120G02	PC BOARD, TERMINATION CARD	1
25	5D73122G01	PC BOARD, FRANKFURT RELAY STAT	1
26	5D73122G01	PC BOARD, FRANKFURT RELAY STAT	1
27	5D73124G02	ATCV, STATIC DIGITAL OUTPUT	1
28	5D73125G01	ATCV, STATIC DIGITAL INPUT	1
29	5D73125G02	ATCV, STATIC DIGITAL INPUT	1
30	5D73372G02	ATCV, 80186 CPU ASSY	1
31	5D73375G01	ATCV, SPEED CODE	1
32	4166A87H01	RELAY, VITAL TYPE B (BIR)	1
33	404P141H48	KEYING PINS	30
34	226P572G04	TXRX, TX/RX ASSY (A,F)	1
35	226P572G06	TXRX, TX/RX ASSY	1
36	226P574G15	TXRX, TX/RX ASSY	1
37	5D73169G01	PC BD 16 SLOT BACKPLANE	1
38	4767A30H01	TRANSFORMER, ISOLATION	2
39	3926A89H01	TRANSFORMER, SIGNAL, MUTI-TAP	1
40	268P038G06	PC BOARD, ATO MOTHERBOARD ASSY	1
41	409P236H23	MINIATURE RELAY 24VDC RAIL MOUNT	3
42	6D61064G01	ATO COMPUTER ASSEMBLY	1
43	404P488H37	CIRCUIT BREAKER	1
44	4766A46H01	TRANSFORMER	2
45	4898B19G07	LIGHTNING ARRESTER ASSEMBLY	8
46	4898B19G08	LIGHTNING ARRESTER ASSEMBLY	6
47	4898B19G09	LIGHTNING ARRESTER ASSEMBLY	6

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
48	8621A96G01	TX/RXX MOTHER BOARD A1-MASTER A	1
49	8621A97G01	TX/RXX MOTHER BOARD A2-MASTER A	1
50	2559B24G01	TEMPERATURE SENSOR	2
51	1C44327H01	TRANSFORMER, ENCAPSULATED	1
52	226P174G02	PC BD, 1 PHASE BATTERY CHARGER	1
53	267P926G01	BATTERY CHARGER OVERVOLTAGE PCB	1
54	3973C13H01	CHOKE (BATT CHARGER)	1
55	404P111H54	CAPACITOR, 52000 MFD-30 WVDC	2
56	404P437H97	RELAY, TIME DELAY 24 VDC, 11 PIN	3
57	404P595H87	BREAKER, 30A, 1-POLE (LB)	2
58	404P595H90	BREAKER, 1 POLE 277 VAC 70A (BB)	2
59	6971C67H02	BREAKER, 3 POLE, 600 VAC 15A (ABB)	1
60	6971C67H07	BREAKER, 3 POLE, 15A (LTB/PTB)	1
61	6971C68H01	BREAKER, 3 POLE, 600 VAC 70A (MAB)	1
62	6971C68H04	BREAKER, 3 POLE, 600 VAC 125A (MPB)	1
63	1253A10H01	CAPACITOR 1 UF 50 WVDC	2
64	5621B19G01	DRIVE AXLE ASSY 13.42 GEAR RATIO	1
65	2528F96G03	TRACTION MOTOR	1
66	2560B11G01	DRIVE SHAFT ASSY	1
67	2254F05H03	CLAMP ASSEMBLY	2
68	2254F05H05	DRAFTGEAR	1
69	409P241H01	GASKET, COUPLER	2
70	409P241H02	GASKET, COUPLER	2
71	409P241H09	BUSHUNG UPPER CENTER	2
72	409P241H10	BUSHUNG LOWER CENTER	2
73	1B39673H01	SENTRONIC VALVE	22
74	1C46191H01	SHOCK ABSORBER	88
75	2267D80G01	LEAF SPRING ASSY	1
76	2271D28G01	PINION SHROUD ASSEMBLY	1
77	2532B34G01	RIGHT HAND BALL SOCKET ASSEMBLY	1
78	2532B34G02	LEFT HAND BALL SOCKET ASSY.	1
79	2539B60H02	TRACTION MOTOR FILTER (COMM COVER)	14
80	3437C85H03	TIRE, 10R 22.5, (MICHELIN 52788)	88
81	3972C86H01	RIM	2
82	3D15597H01	WHEEL SPACER	2
83	3D15698G02	SWAY BARASSEMBLY	2
84	404P949H08	SHOCK ABSORBER (FRICTION SNUBBER)	44
85	5586B66H01	TRACTION MOTOR CARBON BRUSHES	24
86	6246D69H09	SHACKLE 7.25 X 2.75 X.38	8
87	8589C64H13	SPINDLE WHEEL BEARING	2
88	8589C64H14	O-RING, PLANETARY GEAR PINION	12
89	8589C64H65	STUD, WHEEL	40
90	8589C64H69	SEAL, OIL HUB BEARINGS (A1205T1944)	4
91	8589C64H71	DRUM, BRAKE	1
92	1502F97G04	DRIVE WHEEL ASSEMBLY	1
93	5D74716H06	ISOLATOR - SHOCK MOUNT	2
94	1C40811H27	RING RET EXT	10

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
95	5D76262H03	EQUALIZER VALVE 110 PSI	1
96	6D56071G02	CARPET/WAINSCOT FABRIC - INSTALLED 3/12	10
97	2560B16H02	FIRE EXTINGUISHER	1
98	1217J06G01	SURFACE HEATER INSTALLATION CARTS 1&2	2
99	6D61810G01	DYNAMIC GRAPHICS SIGN ASSEMBLY - VEHICLE 1	2
100	6D61810G01	DYNAMIC GRAPHICS SIGN ASSEMBLY - VEHICLE 2	2
101	2538B14H01	WINDOW GLAZING, DOORS 160.0	12
102	404P659H01	RELAY, LIGHTING	4
103	404P660H01	BALLAST SINGLE LAMP	2
104	404P660H02	DOUBLE LAMP BALLAST	2
105	404P661H01	LAMP SOCKET	3
106	409P021H3	DYNAMIC HAND HELD MICROPHONE	1
107	4679C05G06	SUMMARY MONITOR PANEL ASEMBLY	1
108	8368D84H14	VEHICLE GLASS	6
109	8368D84H15	VEHICLE GLASS	2
110	8368D84H16	VEHICLE GLASS	4
111	1C40811H19	SWITCH SNAP ACTION	2
112	1C40811H20	BUMPER	72
113	5574C40G01	DOOR SLIDE ASSEMBLY L.H.	2
114	5574C41G01	DOOR SLIDE ASSEMBLY R.H.	2
115	6D59447G01	LOWER DOOR GUIDE	2
116	6D59447G02	LOWER DOOR GUIDE	2
117	404P419H11	LAMP, FLUORESCENT 32 WATT	4
118	404P437H78	TRACK SUPPORTING ROLLER	2
119	5D72500G01	SMOKE DETECTOR/MICROPHONE ASSY	1
120	5D72500G02	SMOKE DETECTOR MOUNTING BRACKET	1
121	5D74455H05	HEADLAMPS, CLEAR	4
122	5D74455H13	TAILLAMPS, RED	2
123	8589C64185	SEAL, ADJUSTING BOLT	5
124	8589C64H77	COLLET NUT, BRAKE CHAMBER	4
125	8589C64H87	SPRING, BRAKE SHOE RETURN	4
126	8589C64H88	BRAKE SHOE AND LINING ASSY	44
127	8589C64H93	WEDGE ASSY	1
128	409P196H39	AUTO LEVEL NOISE SENSING PRI C	1
129	409P196H53	VOICE ACTIVATED PRIORITY SWITCH	1
130	5D80189H01	COMPUTER, CPU BOARD PENTIUM 133MHZ	1
131	409P196H47	AUDIO AMPLIFIER PCB, 10W W/VOLUME CONTROL	1
132	5585B56G01	COLLECTOR, SHOE HOLDER, POWER SUB-ASSY	3
133	1C40811H50	ROLL PIN .125X1.25	8
134	3A63290H29	COTTER PIN, COLLECTOR ASSY	100
135	4899B64H01	COLLECTOR, EXTENSION SPRING	4
136	5573C73H01	COLLECTOR, SHOE	1000
137	5585B78H01	COLLECTOR, CHANNEL	4
138	5585B85H01	COLLECTOR, KEEPER	4
139	5586B24H02	COLLECTOR, SWIVEL STEM .375 DIA	6
140	8591C47G01	COLLECTOR, FRONT CROSSLINK	2
141	404P538H47	COLLECTOR, SPRING	8

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
142	404P775H09	HAIRPIN COTTER, 1.1875 LENGTH (TIFCO #47353)	30
143	4896B59H01	COLLECTOR, SWIVEL STEM, ATO	4
144	5586B49H01	COLLECTOR, INSULATOR BLOCK	4
145	5622B88G01	COLLECTOR, SHOE CLIP ASSY, POWER	6
146	3A64508H03	HOSTESS 554 BD W/RJ45 FANOUT CORD	1
147	3A64508H02	HOSTESS 554 8 PORT BD W/DB9M	1
148	1B39488G01	COMMUTATING CAPACITOR 0.5 μ F	3
149	1C45043G01	RESISTOR ASSY	2
150	1C45073H01	MODIFIED RESISTOR ASSY	2
151	404P531H11	SWITCH	2
152	21D7111G01	CONTACT ASSY	4
153	4766A41G06	RESISTOR ASSEMBLY	4
154	4771A36H01	CLIP	4
155	1C41710H01	EL BREAKER, 2 POLE	2
156	3973C14H01	TRANSFORMER 575/36/36	2
157	404P115H19	DIODE, 100A, 300V, BATTERY CHARGER	2
158	404P155H10	CAPACITOR, M 25K200V	2
159	404P443H67	RELAY SOCKET	2
160	404P443H92	RELAY, 48 VDC 10 AMP 2 POLE	2
161	404P617H48	BREAKER 40 AMP 227VAC 1 POLE	2
162	8593C08H03	TRANSFORMER 600V/60HZ & 600	2
163	3968C17H04	PUSHBUTTON (S.P.D.T.)	2
164	404P357H04	LAMP	2
165	404P491H27	AUDIO MATCHING TRANSFORMER	2
166	404P595H09	AB BREAKER 20 AMP	2
167	4077B45H02	DC AMMETER	1
168	404P266H91	I.C. LM140-K LINEAR VOLT REG T	2
169	404P335H49	SWITCH	1
170	404P335H50	CONTACT BLOCK	2
171	404P431H04	SWITCH PUSHBUTTON	1
172	404P433H16	RELAY	2
173	404P500H09	MICROPHONE PREAMP MODULE	2
174	404P506H13	SWITCH MICRO	2
175	404P506H14	CONTACT BLOCK	3
176	404P513H16	POTNTIOMETER 8 OHM	2
177	6D56575H18	TRANSFORMER	2
178	6D60370H20	CIRCUIT BREAKER (5A), BACK MOUNT	1
179	6D60370H21	CIRCUIT BREAKER (20A), BACK MOUNT	1
180	6D60370H22	CIRCUIT BREAKER (3A), BACK MOUNT	1
181	404P595H80	BREAKER MAGNETIC HYDRAULIC	2
182	404P598H04	POTENTIOMETER, 10K OHM 3W	2
183	404P598H05	POTENTIOMETER 1K OHM 3 WATTS	2
184	404P649H28	FAN 24 VDC BALL BEARING 35CFM	1
185	5579B40H01	FAN, DC BRUSHLESS	2
186	6D60370H25	HEATER, OVERLOAD 1.79-2.90A	2
187	8594C63H02	STANDARD FAN 24 VDC 94 CFM	2
188	404P117H76	RELAY 120VAC COIL 2 FORM C	1

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
189	1C41229H02	CONTACT SWITCH	2
190	1C41229H03	CONTACT BLOCK	3
191	404P732H09	ANTENNA	1
192	1C41229H01	CONTACT SWITCH	2
193	404P378H02	TIMER, 1-1000 SEC, ON DELAY 24	2
194	404P443H07	RELAY SOCKET	4
195	404P443H57	SPRING HOLD DOWN	6
196	404P709H11	TRANSMITTER CARTRIDGE	2
197	5624B19H01	MODIFIED SOCKET	2
198	6D61841G01	CONVERTER ASSEMBLY	2
199	404P336H05	ROTARY SWITCH	1
200	404P348H09	BLOCK CONTACT-N.O.	1
201	404P898H22	CONVERTER, RS232 TO RS485	1
202	404P988H97	FUSE PLUG 5-15V AC/DC W/LIGHT	4
203	409P003H05	RELAY, TIME DELAY	1
204	409P199H48	ETHERNET LAN 2-PORT REPEATER 1	1
205	404P191H05	FIBERLINK AC POWER SOURCE	1
206	404P488H21	BREAKER 1 POLE 8 AMP 240 VAC	1
207	404P502H39	FUSE TERMINAL BLOCK	2
208	404P595H84	BREAKER 1 POLE 277 VAC 15A	3
209	404P988H85	SWITCH TYPE UK5 MTK P/P	2
210	404P988H89	TERMINAL BLOCK FUSED W/LED 1	2
211	409P034H37	MODICON PLC COMPACT CONTROLLER	1
212	409P034H43	DEP 218 INPUT MODULE 115 VAC	2
213	4766A40G17	DIODE ASSY	2
214	4898B19G06	LIGHTNING ARRESTER ASSY	8
215	5D80186H16	TRANCEIVER FIBERLINK	3
216	8594C63H02	STANDARD FAN 24 VDC 94 CFM	1
217	1A97462794	THERMAL PAD SCR. .81 X 3.64	3
218	1A97462799	FUSE 500V 100A	2
219	1B41320H05	THERMAL PAD SCR. 3.70 X 1.34	1
220	1B41320H13	IGBT DUAL 600V 150A	2
221	1B41320H15	FUSE 2-12A 125V PICO AX.LEAD	4
222	3A63565H13	IGBT DUAL 600V 300A	1
223	409P302H65	FUSE AJT30	2
224	409P302H66	FUSE GGM-4	2
225	409P302H67	FUSE FRN-R-5	1
226	6D56576H40	SWITCH, FREEZE PROTECTION	2
227	6D61133H20	ELEMENT, HEATER (REPLACEMENT)	3
228	6D56575H24	RELAY BASE, OVERLOAD	1
229	6D58097H11	ISOLATION MOUNT (HALF) - 30 D	8
230	409P302H61	MOTOR, 2 HP. 480V, 1800 RPM	1
231	409P302H62	BEARING, CARBON GRAPHITE 1.500	1
232	409P302H63	BEARING - 4BOLT FLANGE, 1"	6
233	404P551H06	WHEEL STUD .500-20 1.31 LG G	7
234	404P551H07	WHEEL NUT	40
235	5574C95H05	RAMP MACHINED FROM EXTRUSION	3

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
236	5574C95H07	RAMP MACHINED FROM EXTRUSION	5
237	5D73542G01	PC BOARD, GEALOC 486 CPU ASSY	1
238	5D73542G01	PC BOARD, GEALOC 486 CPU ASSY	1
239	5D73126G01	ATCV, SYNCHRONIZER/VITAL DRIVER INTERFACE	1
240	5D73549G03	PC BOARD, DIGITAL OUTPUT ASSEMBLY	2
241	5D73373G01	ATCV, SERIAL COMMUNICATIONS CPU ASSY	1
242	404P546H01	GUIDE TIRE BEARING CUP (362A)	84
243	404P546H02	GUIDE TIRE BEARING CONE (368A)	84
244	404P546H03	GUIDE TIRE BEARING CUP (15245)	84
245	404P546H04	GUIDE TIRE BEARING CONE (15123)	84
246	404P547H04	GUIDE TIRE SEAL, INNER (CR19992)	88
247	404P547H07	GUIDE TIRE SEAL, OUTER (CR26284)	88
248	4677C31H02	SHAFT, GUIDE WHEEL	1
249	5574C31H03	GUIDE TIRE	88
250	5D74671G01	GUIDE TIRE HUB ASSEMBLY	1
251	404P931H07	FILTER, 12.88 X 13.88 X .75 T	10
252	6D61132H07	RELEIF VALVE	1
253	6D58095H01	COMPRESSOR UNLOADER VALVE	1
254	6D61132H03	MOTOR, FAN CONDENSOR	2
255	409P129H23	AIR CONDITIONER MOISTURE INDICATOR	1
256	6D61133H03	MOTOR, BLOWER	3
257	6D60372H16	VALVE, THERMAL EXPANSION	2
258	6D61133H26	SENSOR, RETURN AIR (PROBE W/ TE	2
259	6D61133H32	VALVE, THERMAL EXPANSION - 2.5	2
260	5D74715H03	COIL, COMPRESSOR UNLOADER	1
261	5D74716H08	VALVE - SERVICE	1
262	5D74716H20	VALVE - RECEIVER, INLET AND OUTLET	2
263	5D77998H27	FILTER, DRIER CARTRIGE	2
264	6D56575H04	SWITCH, HIGH PRESSURE	2
265	6D56575H06	SWITCH, MODULATION PRESSURE	2
266	6D56575H15	ISOLATOR, SHOCK MOUNT	2
267	6D56575H26	OVERLOAD	2
268	6D56576H38	STRAINER SCREEN	2
269	6D56576H43	O-RING STRAINER	10
270	6D58095H32	CONTACTOR, (CFC) 40A	10
271	6D58097H25	SWITCH, AIR FLOW	2
272	6D60370H05	SWITCH, LOW PRESSURE	2
273	404931H03	HVAC FILTER	4
274	404P346H18	CONTROLLER, TEMPERATURE	2
275	404P810H03	RELIEF VALVE - PRESSURE CONTROL	1
276	404P810H03	RELIEF VALVE - PRESSURE CONTROL	1
277	404P810H04	SOLENOID VALVE	2
278	404P810H05	SOLENOID VALVE	1
279	404P810H06	SOLENOID VALVE	1
280	404P840H01	PRESSURE GAUGE	2
281	404P996H02	VALVE IN-LINE CHECK	2
282	409P250H94	FILTER ASSY	2

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
283	8584C27G01	HYDRAULIC HOSE ASSEMBLY	1
284	8584C27G03	HYDRAULIC HOSE ASSY	1
285	8584C27G05	HYDRAULIC HOSE ASSY	1
286	8589C27G02	HYDRAULIC HOSE ASSEMBLY	1
287	3D99578G04	SWITCH HYDRAULIC UNIT	1
288	4767A86H17	BALL VALVE	1
289	4768A05H11	RELAY, CRITICAL 4 FORM C 24V	1
290	1018J06G03	REVERSER, TYPE XR-148 ELECTRO	1
291	0899363G01	XR-148 REVERSER, CONTACT ASSY	4
292	107D177H10	CAPACITOR, 0.10 uF, 200V	2
293	1C45020G01	GATE PULSE RESISTOR PANEL ASSEMBLY	2
294	1C45020G02	GATE PULSE RESISTOR PANEL ASSEMBLY	2
295	1C45176G01	GATE LEADER PANEL	2
296	1C45176G02	GATE LEAD PANEL	2
297	227D847H01	TRANSFORMER	2
298	24D3488H01	UMC-109G, CONTACT, ARC HORN (BOTTOM)	2
299	3972C53G01	GATE LEAD PANEL	1
300	3972C53G03	GATE LEAD PANEL	2
301	3A63407G01	CAPACITOR W/MTG BRACKETS	1
302	3D15257G01	TRANSFORMER, GATE CONTROL (PTX)	2
303	4567B03H07	CAPACITOR 1 UF, 660 VAC	3
304	4767A90G01	UMC-109G, CONTACT INTERLOCK FINGER	4
305	5D73067G02	MANUAL CONTROL I, MCB-XA5	2
306	8592C18G06	UMC-109G, CONTACTOR (BS/LS)	1
307	8840D61G01	RESISTOR PANEL R.H.	1
308	8840D61G03	RESISTOR PANEL R.H.	1
309	8840D61G04	RESISTOR PANEL L.H.	1
310	404P443H02	RELAY SOCKET	2
311	404P498H14	TRANSFORMER, CURRENT 600:5	2
312	4227B59G01	XR-148 REVERSER, MAIN CONTACT SHUNT	4
313	5819C58G03	XR-148 REVERSER, Interlock Finger Assembly	8
314	60A2872G37	CAM SWITCH, TYPE XCA-398	2
315	795C168G01	UMC-109G, ARC CHUTE	2
316	8617A79G01	XR-148 REVERSER, CONTACT (MOVING)	4
317	6965C16H02	TRANSFORMER, BRAKE	1
318	4896B60H01	SPACER .505 .375 DIA	2
319	404P768H09	AUDIO MIXER, 3 LINE LEVEL INPUT	2
320	5D73222G02	POWER SUPPLY ASSY	1
321	5D73222G02	POWER SUPPLY ASSY	1
322	5D73299G01	PC BD, LAS VEGAS RADIO RELAY	2
323	5D81254G01	VEHICLE COMMUNICATION CONTROLLER HARNESS	1
324	5D81254G02	VEHICLE COMMUNICATION CONTROLLER HARNESS	1
325	5D76263H23	VEHICLE RADIO	1
326	404P405H14	SPEAKER	2
327	404P405H22	SPEAKER 2.5"	2
328	404P482H16	TRANSFORMER FOR BALANCED INPUT	1
329	409P034H47	FIBER ALARM MODULE	1

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
330	409P034H43	DEP 218 INPUT MODULE 115 VAC	8
331	409P119100	POWER SUPPLY 120VAC/24VDC, 2A	2
332	409P189H08	OUTPUT MODULE 8 PT RELAY	2
333	3A64930H05	SNUBBER ASSEMBLY	1
334	3A64930H06	SNUBBER DISCHARGE RESISTOR	2
335	3A64930H11	INTERFACE PCB	1
336	3A64930H16	PILOT LIGHTS, GREEN	1
337	3A64930H17	PILOT LIGHTS, YELLOW	1
338	3A64938H08	CONTROL LOGIC PCB	1
339	3A64938H09	INPUT SENSE PCB	1
340	404P480H33	CONTACTOR	2
341	409P119100	POWER SUPPLY 120VAC/24VDC, 2A	2
342	409P189H08	OUTPUT MODULE 8 PT RELAY	2
343	3D15323H01	VALVE, LEVELING	32
344	404P813H18	PAV, FILTER, FPP-1	22
345	55B3909G40	MAG VALVE ASSEMBLY	2
346	404P813H18	CHECK VALVE .38-14 NPTF DR	2
347	404P996H03	VALVE, CHECK	2
348	1C41830H01	AD-9 AIR DRYER	1
349	2534B39H02	SWITCH, PRESSURE ADJUSTABLE 604G11	2
350	2534B78H02	VALVE, MANUAL FULL PORT (INLINE OPEN)	2
351	3925A65H01	VALVE, PRESSURE RELIEF 160 PSI (MAIN RESERVOIR)	2
352	3925A66H04	AIR CHECK VALVE	2
353	3925A67H03	VALVE, QUICK RELEASE (QRV)	63
354	404P305H05	FITTING, FEMALE, .250 STRAIGHT SWIVEL	50
355	404P498H10	SWITCH, PRESSURE (CSO)	2
356	404P810H22	VALVE, FSE	42
357	4893B70H02	PRESSURE GAUGE, 0-160 PSI	2
358	8844D32G01	VALVE, FSE SOLENOID	22
359	6D60372H18	COIL, SOLENOID VALVE	6
360	404P840H11	PRESSURE GAUGE, 0-160 PSI BK MO	2
361	2682F59H03	CAP RETAINER .125 THK STL	8
362	404P820H22	FILTER ELEMENT (10B)	16
363	409P302H92	AIR CYLINDER 1-1/2X5	2
364	268P130G02	PC BD, DOOR INTERLOCK	2
365	1C43547H16	LOCK DRIVER BOARD ASSEMBLY	1
366	409P302H94	MOTOR / GEAR DRIVE ASSY - 1/4 HP	1
367	5D75693H05	MICROSWITCH W/BENT ARM	6
368	5D75695H24	NYLATHON THRESHOLD TRACK CAP	200F
369	5D80231H27	DOOR VERTICAL MOHAIR SEAL - 82.125	8
370	5D80233H33	FUSE, 3.15A 250V 5/20MM TYPE "T"	10
371	1B38940H03	VITAL MONITOR SWITCH	6
372	1C43547G01	AUTOLOCK ASSY	2
373	1C43547H22	RIGHT HAND LOCK KEEPER	1
374	1C43548G05	KEYSWITCH/LED ASSEMBLY	1
375	3A64769H41	SOLENIOD	2
376	5D80233H01	MICRPROCESSOR CTRL ASSY	1

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
377	5D80233H03	IDLER PULLEY ASSY	1
378	5D80233H05	BUMPER ASSY, L.H.	1
379	5D80233H06	BUMPER ASSEMBLY - RH	1
380	5D80233H09	IDLER WHEEL ASSY	2
381	5D80233H10	DRIVE WHEEL ASSY	2
382	5D80233H13	POWER SUPPLY HARNESS ASSY - 10"	1
383	5D80233H16	CONTROL / EXPANSION HARNESS ASSY	1
384	5D80233H17	CONTROL / LOCK HARNESS ASSY	1
385	5D80233H18	J1 JUMPER HARNESS ASSY	1
386	5D80233H19	ENCODER HARNESS ASSY	1
387	5D80233H20	MOTOR EXTENSION HARNESS ASSY	1
388	5D80233H25	DRIVE BELT X 246.25, 1"	3
389	5D80233H31	BUMPER, RUBBER	4
390	5D80233H36	POWER SUPPLY ASSY - 120VAC	2
391	5D80233H42	REMOTE INTERFACE BOARD	2
392	3000436H03	24V POWER SUPPLY FOR VIDEO SIG	1
393	3000436H07	24V POWER SUPPLY	1
394	404P502H36	FUSE 6.3 A 250 V 5X20 MM	4
395	409P989H01	TX FO 4 AUDIO STAND ALONE	1
396	409P989H02	RX FO 4 AUDIO, RACK MOUNT	1
397	409P196H44	1 IN - 4 OUT LINE LEVEL DISTR	2
398	409P196H46	1 INTO 2 OUT LV OUT X 2 DISTR	2
399	409P989H03	POWER SUPPLY FOR FIBERLINK STA	1
400	409P990H01	POWER SUPPLY FOR FIBERLINK	1
401	404P968H10	HAND PUMP SINGLE PISTON	1
402	409P302H64	TAPER LOCK BUSHING	2
403	409P302H84	BRAKE MOTOR 1/2 HP, 1800 RPM	1
404	409P302H85	GAUGE (0-60)	2
405	409P302H87	CHAIN #40 RIVETED @ 100 FT	1
406	409P302H88	SENSOR PROXY EE3015TBOP-8M	2
407	409P302H89	SOLENOID VALVE 4-WAY, MARK 8	1
408	409P302H90	SPROCKET TLB	2
409	409P302H91	COUPLING U-JOINT 1X1	1
410	409P302H93	SENSOR PROXY AB, YELLOW CORD	1
411	409P302H86	CONNECTING LINK 40	4
412	404P667H01	TIRE LUG CLAMP	20
413	404P845H02	TIRE LUG CLAMP NUT	40
414	1B41320H18	PWB ASSEMBLY TRANSIENT SUPPRESION	1
415	1B41320H18	PWB ASSEMBLY TRANSIENT SUPPRESION	1
416	1B41320H32	PWB ASSEMBLY INV. DRIVE	1
417	1B41320H33	PWB ASSEMBLY	1
418	409P237H19	RUBBER BUMPERS	2
419	6974C38H01	DOOR CARBON BRUSH GRADE 933	40
420	6D56059G01	DOOR OPERATOR R.H.	2
421	6D56060G01	DOOR OPERATOR L.H.	2
422	1C40483G15	RESISTOR TUBE RIBFLEX 7.5 OH	2
423	5D74552G01	ASSEMBLY ATC PC BOARD	2

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
424	2560B11H11	DUST SEAL	1
425	8589C64H90	NUT HOLD DOWN CLIP	4
426	8589C64H91	CLIP HOLD DOWN	4
427	404P357H02	LIGHT INDICATOR	4
428	8589C64H86	CAP SCREW HOLD DOWN CLIP	4
429	1653E48G02	ATC CRADLE	1
430	1B41320H25	PWB ASSEMBLY BOARD	2
431	226P574G07	PC BOARD, ATO TX/RX ASSEMBLY	1
432	226P574G08	PC BOARD, ATO TX/RX ASSEMBLY	1
433	226P574G17	PC BOARD, ATO TX/RX ASSEMBLY	1
434	226P574G19	PC BOARD, ATO TX/RX ASSEMBLY	1
435	226P574G20	PC BOARD, ATO TX/RX ASSEMBLY	1
436	409P177H30	P.A. AMPLIFIER, BOGEN BPA 60	2
437	409P196H41	PA FAILURE DETECTOR	1
438	409P196H42	MODEL 858 CARDFILE W/POWER SUPPLY	1
439	6D58050H01	ATO 5 OUTPUT - PWR SUPPLY ASSY	1
440	404P554H22	FUSE, 100A	2
441	3A63921H67	RESISTOR 1.5K OHM 2W +/-5%	6
442	404P123H42	TRANZORB 30V 33.3U	1
443	404P488H32	CIRCUIT BREAKER GFI DIN MOUNTE	2
444	404P694H06	INDICATING LIGHT	2
445	404P988H98	FUSE PLUG 15-30V AC/DC W/LIG	3
446	4767A67G01	LIGHTNING ARRESTER	16
447	8594C63H01	STD. FAN 48 VDC 94CFM	1
448	226P574G12	PC BOARD, ATO RX/RX ASSEMBLY	1
449	404P127104	MODEM FIBER OPTIC MULTIMODE	1
450	404P708H62	TRIPLE OUTPUT RACK MOUNT POWER SUPPLY	1
451	4785A19G01	TX/RX MULTITAP TRANSFORMER	4
452	1A97462792	FUSE 5A 250V FAST BLOW PIG TAIL	12
453	1A97462793	THERMAL PAD 2.44 X 4.25	1
454	1A97462801	FUSE 600VAC 3A DUAL ELEM. UL	6
455	1A97462802	CAPACITOR MET FOIL 7UF 280 VAC	1
456	1A97462804	SCR MODULE 90A 800V	3
457	1B41303H46	BREAKER DSII-516	1
458	1B41320H02	FUSE 500V 50A	2
459	1B41320H04	SCR 3 PHASE BRIDGE 1200V 110A	1
460	1B41320H12	CAP 3700UF 450VDC	2
461	1B41320H22	PWB ASSEMBLY SBS DRIVE	2
462	1B41320H23	PWB ASSEMBLY POWER BOARD	1
463	1B41320H24	PWB ASSEMBLY POWER BOOSTER	1
464	1B41320H26	FUSE 500V 150A	2
465	1B41320H35	PWB RECTIFIER ASSEMBLY	1
466	3A63565H03	CAPACITOR 50UF 370 VA	2
467	3A63565H06	FAN MAJOR 115 VAC 50	2
468	3A63565H11	THERMAL PAD MOD 3.70	4
469	1B41320H15	FUSE 2-12A 125V PICO AX.LEAD	6
470	1B41320H20	PWB ASSEMBLY POWER SUPPLY	2

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
471	1B41320H21	PWB ASSEMBLY UPS INTERFACE	2
472	1B41320H31	IGBT DUAL 600V 400A	1
473	1B41320H34	FUSE 70A 600V	3
474	3000436H09	POWER SUPPLY 115 VAC FOR N22 P.A. SPARES	1
475	1B39824G01	RESISTOR ASSEMBLY	2
476	5D74717H23	THERMOSTAT-OVERHEAT	2
477	2535F93H03LH		2
478	2535F93H04RH		2
479	404P506H02		17
480	1653E29H02	Toggle Switch	4
481	404P312H08	Clamp, Cable	5
482	404P052H10	Contact Block	11
483	404P052H09	Contact Switch	12
484	1C40P11H31	Toggle Switch	11
485	1C40811H89	Sleeve-Retaining, VDR	17
486	1C40P11H90	Collar Shaft, VDR	18
487	1C40811H91	Screw Set Cuppet	13
488	404P650H16	Rubber Door Stop	16
489	6976C08G05	Roller and Bearing Assembly	6
490	404P400H02	Oval Head Stud	5
491	1C40743H03	Strike Plate, RH	4
492	1C40743H04	Strike Plate, LH	3
493	4894B90H01	Anti Rattle Spring	4
494	1C40811H26	Bracket-Pin Assembly	8
495	1C40811H07	Switch Lever	9
496	268P130G01	Door Interlock	1
497	268P130G02	Door Interlock	1
498	1C43511G01	Switch Rotary Assembly	2
499	1C40811H05	Relay	11
500	1C40811H64	Rectifier Assembly, Door Motor	15
501	2562B22H01	Guide, Anti-Riser	12
502	5578B62G01	Door Bush Holder Assembly	9
503	8369D36H17	Spacer, Anti-Riser	6
504	1C40811H63	Varistor Assembly	15
505	3973C86H13	Push Button	2
506	3D99133H04	Brush Holder Mtg. Blk (LH)	2
507	3D99133H03	Brush Holder Mtg. Blk (RH)	2
508	2535F94H29	Tubing Sensitive Edge 6FT-VDR	22
509	6962C13G03-6	Manual Control Station	1
510	1C41448H01	Switch, Pressure Wave VDR	6
511	8596C31G01	Wheelchair Sign Mtg. PLT	2
512	404P691H23	Wheelchair Sign	2
513	1B39080H01	Priority Seat Stickers	2
514	1B39081H01	Stickers, Instruction Emergency Pull Handle	12
515	4233B23H01	Stickers, No Smoking	4
516	1B39083H01	Decal, Pull Handle, Slide Door Open	11
517	1B39082H01	Decal, Warning Pull Handle Will Cause Train To Stop	8

SPARE PARTS (Continued)

Item #	Part Catalog #	Description	Qty
518	904P405H07	Speaker, PA	2
519	5D80026G01	Door Guide, RH	15
520	5D800266G02	Door Guide, LH	18
521	8839D59H02	Aluminum 40.55 X .437 x .125	4
522	8839D59G02	AEG MUP	2
523		Polycarbonate Sheet 3' x 1'	5
524		Polycarbonate Sheet 5' x 1'	5
525	1C04811152	Cable and Handle Assembly	1
526	404P628H19	Relay German Signal-12 V-10 4NO/4NC RCMO	5
527	2538B14H01	Window Glazing, Doors 160.0	5
528	404P532H39	Switch, N.O. 1 Post	3
529	1C43386G02	Audio CTL. PNL Assembly	1
530	2127F15G03	P. SIG. GEN	
531	404P437A56	Relay, Vital (WABCO-PN150B) O. A. Biased 400 OHM 6	2
532		Window Glazing, Doors 160.0	3
533	8589C64H21	Axle Shaft (Short)	2
534	3792C11H05	Buena Seal	1
535	8589C64H72	Cap Screw	19
536	8589C64H73	Cap Screw Spindle to H66	28
537	8589C64H51	Gear Planet Sun (20T)	2
538	8589C64H57	Hub, Planet ARY RING	2
539	5D76263H23	Vehicle Radio	2
540	2269D55H03	Guide Strip BT MUP	4
541	5625B54H02	Cap Extrusion	39
542		Metal Strap	1
543	8589C64H46	Planet Gear	2
544	8589C64H56	Gear, Planetary Ring (52T)	2
545	8589C64H60	Gear, Planetary (16T)	6
546	1C40937G01	Connector, Trip Stop	4
547	404P769H01	Shrine Tubing	35
548	404P736H16	Tape, Rubber Gray, .75 Wide	5
549	404P769H03	Shrink Tubing Motor Lead	28
550	2536B52H03	Hubometer, Michelin XZARDIAL	3
551	6158A81H01	Bushing	4
552	404P949H07	Shock Absorber Boot	7
553	8589C64H93	Shaft, Planet Gear, Pinion	6
554	404P698H01	Universal Joint	2
555	8589C64H63	Bearing, Cup, Hub, Outer	6
556	8589C64H68	Bearing, Cone, Hub, Inner	7
557	1502F80G04	Antenna, I.D., Transmit	2
558	5D72346H56	Contactora, Compressor	6
559	409P129H66	Unloader Valve, Electric	6
560	8589C64H67	Bearing, Cup, Hub, Inner	9
561	5D7798H27	Filter Drier Capt.	12
562	5D72504H14	Expansion Valve (T-20069-20)	6
563	5D72504H95	Expansion Valve (T-20069-19)	5
564	409P129H22	A.C. Sight Glass	6

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
565	5D72541H22	Pressure Switch Assembly, Low	4
566	5D72541H23	Pressure Switch Assembly, Mod	6
567	8589C64H94	Brake, Spider	2
568	1504F08G01	Antenna, Track Signaling	3
569	404P931H03	Filter, 6.5 x 33.0 x .50	30
570	5D7236H13	Breaker, 13 AMPS	1
571	409P129H62	Breaker, A/C 20A	1
572	5D72346H07	Fuse, 1.5 AMP	8
573	6D56576H38	Strainer, Screen	2
574	5D72541H53	Resilient Mount	2
575	5D72542H46	Resilient Mount	2
576	5D72542H47	Resilient Mount	2
577	5D72346H09	Heater, FH30	11
578	6D43172	Gas Package	5
579	5D72541H21	Pressure Switch Assembly, High	4
580	5D72504H16	Solenoid Valve Coil	6
581	5D72503H11	Switch Air Flow	3
582	5D72504H17	Coil Solenoid Valve	6
583	40P129H63	A.C. Kit, Plunger and Diaphragm	2
584	5D72346H51	PC Board	2
585	5D72346H03	Contactora, Heat	6
586	5D72346H08	Thermal Overload Relay	3
587	404P346H18	Temperature Controller	2
588	404P948H15	Nut, ORS, ST, 1.125	8
589	404P301H63	Fitting, Brass	8
590	404P863H48	Oring Teflon (-16)	4
591	404P948H15	Adapter, Brass, .625	4
592	404P301H62	Fitting, Brass, .625	4
593	404P863H47	Oring, .25	8
594	404P599H18	Nut, OPS, C, STL, .625	8
595	404P94H14	Adapter, Brass, 1.125	4
596	5D72346H47	PC Board Stone Safety	2
597	5579B2H01	Retainer Filter	7
598	5D72346H05	Contactora Blower	5
599	6974C98601	AC Fresh Air Filter Assembly	9
600	5D72503H13	Static Temp Sensor	3
601	5D72504H15	Solenoid Valve Body	6
602	409P129H67	Coil Valve	6
603	5D72346H11	Speaker 1.5 AMPS	5
604	409P120H65	Valve Service Kit	4
605	4785A19G01	TX/RX Multitap Transformer	1
606	404P649H02	Filter, DC Fan (Reuseable)	1
607	5D81178H01	PC Link Board	2
608	3A62819H01	Computer Disk Drive	1
609	409P199A52	Computer, SEC Serial/PS2 Mouse	3
610	404P504H02	Savre Dynamic Microphone	1
611	5D76117G05	Fibre Optic Transceiver	3

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
612	4768A30H01	Transformer	2
613	1C43432H01	Computer Video Driver Board	1
614	8594C63H04	STD Fan 12VDC 106 CFM	2
615	404P290H04	Fiber Optic Video Transmitter	3
616	409P074H04	Fiber Optic Video Receiver (2-CH)	4
617	409P177H32	Coaxial Video Dist. Amp	1
618	409P188H42	Computer, Serial Interface Controller	1
619	5D80189H01	CPU Board	1
620	3A63639H02	Sound Card	1
621	404P156H34	Audio Connector 5 Pin Plug	2
622	1253A79H03	Relay, Babcock	6
623	409P198105	8 Port RJ45 Adpater	1
624	409P198H78	Computer, Microsoft Serial Mouse	1
625	404P437H64	Relay, O.A. Biased 1000/250	1
626	404P394H29	Computer Keyboard, Gateway	1
627	5D77763G01	Digital I/O Inteface Module	1
628	409P191H02	Fiberlink RS232-F/O 850 NM Convert	6
629	5D81225G01	Fiber Optic Trans. Assy	1
630	404P135H17	Potentiometer 50K	5
631	406P199153	Compact Flash Adapter	1
632	WM-625	Microphone	1
633	404P732H02	Antenna-UHF	2
634	3A63627H26	Spring Relay Assy	2
635	3A64064H24	Lamp LCD Display	1
636	3A63627H04	Rating Plug (1000A)	1
637	W030818	Auxilliary Power Module RMS	1
638	4767A40H01	Transformer	6
639	3A64063H10	Auxilliary Switch	1
640	3A64063H24	Relay-Anti Pump	1
641	3A63627H25	Shunt Trip Assy	5
642	409P189H01	Controller	2
643	409P189H02	Power Supply	2
644	409P189H09	DAP204 Output Module	6
645	409P189H05	Subrack Secondary	1
646	409P189H07	Dep210 Input Module	8
647	3A64063H28	DS Manually Operated Mechanism	1
648	3A64063H16	Operating Rod Assy	1
649	3A64064H27	IGBT 300A 1200V	3
650	3A64063H04	125V Spring Charging Motor	1
651	3A63627H17	Spring	1
652	FOC3100L	Circuit Breaker (100A 3 Pole)	1
653	3A64063H22	Upper Stud Assy	1
654	3A64063H27	Lower Stud Assy	1
655	3A64063H20	Moving Contact	2
656	3A64063H18	Rating Plug	1
657		High Voltage Adapter	3
658	3A64064H28	SCR Power Block	3

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
659	3A64063H07	Under Voltage Trip Coil	1
660	3A64063H17	Primary Contact Assy	1
661	3A64063H21	Cell Stationary Contact	1
662	3927A22H01	Transformer	10
663	3A64064H29	Fan 24V DC	1
664	3A64063H23	Lower Stud Assy	1
665	3A64063H25	Spring Charger Motor Kit	1
666	3A63627H28	Spring Charger Motor Kit	1
667	404P506H35	Switch	1
668	1D62677G04	Shim	4
669	4767A86H17	Ball Valve	1
670	C3840	Remote Interface Board	1
671	3830	PC Board	3
672	5578B61H02	Bracket Bumper stock	1
673	404P532H74	Keyawitch 4 Poles	2
674	1C43547H09	Micro Switch	6
675	1C41362H02	Solenoid Autolock	2
676	3973C86H12	Keyswitch	2
677	3A64769H41	Solenoid	2
678	5080233H32	Wheel Assy	10
679	1B38387G01	Switch Assy, Left Hand Closed Monitor	15
680	1C44216G01	Misc Parts Auto Lock Assy	6
681	5080233H02	Computer, I/O Expansion Module	4
682	409P302H94	Gear Motor	1
683	5080233H07	Motor Door Opener	6
684	5D80233H06	Rt Hand Bumper Assy	15
685	5D80233H31	Rubber Bumper	18
686	53530-31	Model 7K Switch Circuit Controller	2
687	70310CB0DT	Spring Pins	77
688	6972C93H10	Plate, Ramp End Rail	38
689	6972C93H13	Plate, Rail Joing Alignment	14
690	5D74946H02	Bracket	3
691	5D74946H03	Bracket	10
692	6972C95G02	Anchor Plate Assy	12
693	1913F14G05	Mounting Bracket	12
694	2559B68H01	Clamp	3
695	6972C93H02	Plate Rail Joint Alignment	51
696	70041AW09B	Cap Screw ISO Joint	47
697	6972C95H01	Joint, Isolation	13
698	6972C97602	Power Terminal	12
699	6972C93H06	Joint, Signal Rail	27
700	70041AW04T	TA773630	2
701	258P700G01	Mux, Station Timing Driver Assy	2
702	258P716G01	Mux, Clock and Generator Assy	2
703	258P720G01	Mux, Clock and Generator Assy	2
704	258P738G01	Mux, 8hz Gen-Filter & Detect	2
705	258P738G02	Mux, 3hz Gen-Filter & Detect	2

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
706	203P621G02	PC Board, Station Timelone INH	2
707	209P380G01	Mux, Fail Safe 6 Bit Shift Gen	2
708	5D73064G01	ATCG, Process Elements Relay INTFC	2
709	5D73062G01	ATOW, Power Supply	1
710	226P400G01	ATOW, Door Receiver/Driver	4
711	267P862G05	Program Stop & ID Receiver	2
712	5D73066G01	ATCGP Process Element Backplane	2
713	226P256G01	P-SIG & BRK SIG Generator	1
714	5D73028G01	PC Board, R110 Conv. Motherboard	1
715	226P344G01	PC Board, Manual Controller	1
716	5D73069G02	ATCG Server	2
717	5D73373G01	ATCV Serial Communication	3
718	5D73087G01	ATCG Static Digital Input	2
719	5D73087G02	ATCG Static Digital Input	2
720	5D73087G03	ATCG Static Digital Input	2
721	5D73087G04	ATCG Static Digital Input	2
722	5D73087G05	ATCG Static Digital Input	2
723	5D73389G01	ATOW 386 CPU Assy	1
724	5D73086G01	ATCG Static Digital Output Assy	2
725	5D73086G02	ATCG Static Digital Output Assy	2
726	5D73086G03	ATCG Static Digital Output Assy	2
727	5D73087G06	ATCG Static Digital Input	2
728	5D73091G01	ATCG 16 Slot P2 Backplane	1
729	5D73085G02	PC Board Serial Communicator	2
730	5D73075G01	Mux, Basic Timing Buffer Assy	2
731	5D73070G01	ATCGP, Process Element TXRX	2
732	5D73076G02	PC Board, Backplane	1
733	1A96974G01	PC Motherboard Assy	1
734	267P636G01	ATCV Dual P. Digital Generator	2
735	5D73124G01	ATCV Static Digital Output	1
736	5D73142G03	ATOW, Digital Output	2
737	5D73142G10	PC Board Gertrac Digital Output	0
738	5D73141G03	ATOW, Digital Input	2
739	5D73141G04	ATOW, Digital Input	2
740	5D73088G01	ACTG Synrozer	2
741	5D73387G01	PC Board 386 PCU	2
742	5D73388G01	PC Board Serial Communicator	2
743	5D73383G01	ACTG Serial Communicator	2
744	5D73222G01	Power Supply	1
745	8840DG1G02	Resistor Panel LH	1
746	404P480H03	Contactora	4
747	3D52075H02	Motor Operator 120VAC	2
748	5D74649G01	PC BD Phase Voltage Relay	2
749	5D74649G02	PC Phase Voltage Relay	1
750	404P682H23	Relay, DC Control Heavy Duty	2
751	2559B24G01	Temp Sensor	1
752	373B331G04	Contactora Kit	2

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
753	404P683H08	Thyristor 200V 70A	3
754	3972C53G01	Gate Lead PNL	2
755	409P040H16	Contactora Kit	2
756	73482AP005	Fuse, 60A 250V SB	24
757	404P115H19	Diode, Spec	4
758	404P595H86	Breaker, Single Pole	1
759	5586B62G91	Air Cleaner Assy	2
760	1C41821H02	Mounting Kit Pressure Regulator	2
761	5586B62101	Pin Piston	3
762	404P840H13	Pressure Gauge 0-60 PSI	3
763	5586B62H76	Ring Kit, Piston	5
764	5586B62101	Pin	1
765	404P930H02	Air Compressor Belt	8
766	3911C41H03	Valve, Pressure Relief 150 PSI	4
767	3925A65H01	Valve, Pressure Relief 160 PSI	4
768		Ring Lat Piston (No part number)	1
769	5586B62H42	Filter	22
770	5586B62H95	Shim	21
771	409P121H72	Elbow, 90° Brass Male 250 x 125 NPT	4
772	5586B62H15	Screw Cap	20
773	404P544H01	Elbow, 90° Male 250 x250 NPT	4
774	39254G7H06	Valve Quick Release Dia	25
775	404P308H04	Fitting	3
776	4679C05G06	Summary Monitor Panel	1
777	4098180H98	Terminal Touch Screen	1
778	7CAB7-0084-5500	Cab Assy Term AC Power	1
779	5593C73H01	Brake Shoe Pad	45
780	404P323H04	Fitting Elbow 45°	8
781	404P322H02	Fitting Elbow 90°	6
782	2534B78H03	Valve Manual Full	1
783	404P851H01	Fitting, 37° Flare Bulkhead	10
784	404P306H12	Fitting, STR, NPT to Flare	9
785	409P121H71	Elbow, 90° 250 x 125 NPT	1
786	409171H19	Union Elbow	4
787	404P855H07	Fitting, Flare to Flare	10
788	404P305H03	Fitting, Female, 250 STR	8
789	404P305H06	Pipe Fitting 250 NPT	8
790	5D75269H02	Pay Transducer	2
791	404P720H06	Pressure Regulator	14
792	404P840H12	Pressure Gauge	3
793	5D75269H03	PAC Control Valve	2
794	404D304H06	Hose Fitting	10
795	404P305H07	Straight Swivel	10
796	404P311H07	Fitting	10
797	5586B62H85	Valve Super 70 PSI	7
798	404P472H02	Elbow 250	8
799	404P307H05	Pipe Fitting	10

SPARE PARTS (Continued)

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
800	404P749H95	Pipe Plug	12
801	404P322H28	Fitting	8
802	404P493H01	Fitting, Bulkhead	15
803	404P322H11	Elbow Fitting	12
804	404P720H11	Pressure Regulator Rep Lead Kit	15
805	5D75269G01	Pressure CNT Valve	8
806	8844D32G01	Solenoid Valve	7
807	5D72542H07	Valve Receiver	1
808	5D72542H19	Relief Valve	1
809	5D72542H18	Purge Valve	1
810	5D72541H13	Cherb Valve	1
811	404PA08H25	Mounting Bracket	2
812	404P310H08	Swivel Fitting	11
813	404P306H18	Adapter Fitting	5
814	404P306H20	Adapter Fitting	8
815	404P305H02	Female Fitting	8
816	404P323H03	Elbow 45°	12
817	404P322H30	Elbow 90°	5
818	404P463H02	Elbow Long	22
819	404P470H03	Pipe Plug	6
820	404P986H06	Valve Toggle	12
821	652A103H02	Valve Drain	6
822	404P699H01	Valve Solenoid 24VDC	2
823	404P700H01	Double Check Valve	6
824	3925A87H01	Valve Pressure Holding	6
825	404P304H03	Hose Fitting .250 NPT Male	9
826	404P712H04	1/2" Pipe	4
827	404P508H03	Pipe Fitting .500 NPT, .250 Swivel	9
828	404P301H03	90° Hose Fitting	9
829	404P301H04	90° Hose Fitting	10
830	404P749H98	Street Tee .125 NPT	7
831	404P311H11	37° Flare Bulkhead	10
832	404P306H06	Pipe Fitting .250 NPT to Flare	7
833	404P306H02	Fitting Adapter	7
834	408P157H44	Jact Screw Male	16
835	2534B39H01	Pressure Switch	4
836	2263D94G01	Traction Meter	4
837	3925A66H02	Check Valve	6
838	3925A86H02	Williams Relay Valve	7
839	1C41821H01	Pressure Regulator	15
840	8840D17H01	Solid Rim Half	18
841	5D73374G01	Brake Prop	2
842	1G5GE92G01	ATC1 Cradle	2
843	404P368H11	Cabinet Extender	4
844	404P127103	Fiber Link Universal Data	3
845	409P196H49	Extender Card	1
846	1B38201H01	Support Bracket	4

SPARE PARTS (Continued)

<i>Item #</i>	<i>Part Catalog #</i>	<i>Description</i>	<i>Qty</i>
847	1B38202H01	Support Bracket	6
848	3A63627H02	Digi Trip 510 LS	1
849	3A63627H03	Digi Trip 510 LSI	1
850	409P177H30	Bogen PA Lamp	2
851	3A64063H26	DS2-308 EO Upper Stud	3
852	3A64064H15	70 AMP Fuse	11
853	3A64064H25	20 OHM 20 Watt Resistor	1
854	3A64064H06	LCD Inverter Board	1
855	3A64064H23	Spacer	2
856	3A64064H22	Spacer	2
857	3A64063H09	Latch Check Switch	1
858	3A64930H14	Harmonic Unit Vehicle Fan	1
859	5D73440G01	PC Board Steering Card	1
860	226P336G01	PC Board Battery Charger	2
861	226P174G02	PC Board Ph 1 Battery Charger	1
862	5D73442G01	PC Board Ph Control Card Assy	4
863	226P152G02	Dynamic Brake	3
864	3A64064H01	Control Board Bypass Switch	1
865	3A64064H02	Control Monitor Panel	1
866	3A64064H03	Control Inverter	1
867	3A64064H04	Control PC Power Supply	1
868	3A64064H05	Control Board Rectifier	1
869	404P709H60	DVA U	2
870	5D79410H01	Line Driver Card	6
871	226P256G01	Brake Signal Generator	1
872	409P176H53	Voice Activated Priority Switch	1
873	226P572G01	TX RX Assembly B, A	2
874	226P572G01	TX RX A,B	1
875	226P572G03	TX RX A,C	2
876	226P572G05	TX RX F,A	2
877	226P572G07	TX RX F,C	2
878	226P572G09	TX RX C,A	2
879	226P572G10	TX RX C,B	4
880	226P572G12	TX RX C,F	2
881	226P574C10	TX RX	2
882	226P586G01	TX RX Interface	2
883	226P590G02	TX RX Motherboard	1
884	268P052G01	Brush Detector	2
885	267P680G01	ATOW Transmitter	1
886	267P680G05	ATOW Transmitter Stop	2
887	267P680G08	ATOW Graphics	6
888	258P758G01	ATOW, UP 1B	1
889	258P876G02	TX RX Interface	2
890	5D73068G02	ATCG Driver Buffer	2
891	5D73069G01	ATCG Server	2
892	5G72923G02	Track Mapper HOAA-X3099	1

APPENDIX-2 CITY-FURNISHED INVENTORY: SPECIALTY TOOLS

SPECIALTY TOOLS

<u>Item #</u>	<u>Part Catalog #</u>	<u>Description</u>	<u>Qty</u>
1		PINCH BAR 24"	2
2		SLATE BAR	1
3		ELECTRONIC OVAL HEAD CUTTER	3
4		ELECTRONIC TAPERED HEAD CUTTER	3
5		TILTING MIRROW, ROUND	6
6		TREAD DEPTH GAUGE	3
7		BATTERY HYDROMETER	3
8		ELECTRONIC TAPERED HEAD CUTTER	3
9		ELECTRONIC TAPERED HEAD CUTTER	3
10		1 INCH TORQUE WRENCH	1
11		WISE	1
12		8 INCH CROSS VISE	1
13		25 GALLON AIR COMPRESSOR	1
14		BATTERY LOAD TESTER	1
15		50 FT AIR HOSE REEL	8
16		3/8 AIR HOSE	12
17		QUICK-CHANGE BLOW GUN KIT	6
18		TENSIONER/CUTTER TOOL	1
19		ROLLING LADDERS	3
20		MILWAUKEE 1/2" MAG DRILL	2
21		12 TON JACK STANDS	8
22		CUT-OFF SAW	1
23		AIR HOSE CRIMPER, HYDR	1
24		3x12 SWITCHBOARD MAT	2
25		BAND SAW	1
26		INDUSTRIAL FAN	4
27		FLUKE CURRENT PROBE	2
28		FLUKE THERMOCOUPLER	3
29		10 TON HYDR. PRESS	1
30		POWER CHART RECORDER	1
31		SCREW JACK 44" TO 51"	4
32		HOT STICK FOR VOLT	4
33		JACK ADAPTER	2
34		10 TON/PR JACK STANDS	4
35		HYD BOTTLE	4
36		12 TON JACK	4
37		BRADY LABEL MACHINE	1
38		VOLT/CHM METER, SIMPSON	1
39		FLUKE CLAMP ON CURR. PRC	3
40		A/C WRENCH	6
41		ALUM VISE MAG JAW CAP	2
42		RUB FACE VASE MAG JE OP	2
43		MILWAUKEE 1/2" CORDLESS DRILL	2
44		Milwaukee Cordless Drill, 3/4" Drive	
45	32563	20 Ton Hydraulic Jack	
46	32559	4 Ton Hydraulic Jack	
47	P19	SPX Power Team Hand Pump	

SPECIALTY TOOLS (Continued)

Item #	Part Catalog #	Description	Qty
48	5D80082G01	TRACTION MOTOR LIFTING RIG	1
49	5D79169G01	TRACTION MOTOR SUPPORT CRADLE	1
50	1A96850G01	BOGIE ALIGNMENT FIXTURE	1
51	1C43246H01	GUIDE TIRE O.D. CHECKING TOOL	1
52	1C43246H02	GUIDE TIRE O.D. CHECKING TOOL	1
53	1C43246H03	GUIDE TIRE O.D. CHECKING TOOL	1
54	404P401H12	1" - 2" DIGITAL MICROMETER	1
55	6D55567G01	GUIDE WHEEL END PLAY MEASURING TOOL	1
56	6D55460G01	GUIDE WHEEL ASSY. HOLDING TOOL	1
57	1C44422H01	UPPER BEARING CUP DRIVER	1
58	1C44423H01	LOWER BEARING CUP DRIVER	1
59	1C44424H01	OUTER GREASE SEAL DRIVER	1
60	1C44425H01	INNER GREASE SEAL DRIVER	1
61	1C44418G01	DUST SHIELD DRIVER	1
62	1C44419H01	GREASE CAP DRIVER	1
63	409P212H03	GREASE CAP REMOVAL TOOL	2
64	1C43135H01	STEEL DOOR CAP REMOVER	2
65	2255F39G01	COMMUTATOR GRINDER	1
66	3D51373G01	BEARING NUT REMOVAL TOOL	2
67	3D51371G01	HUB PULLER	2
68	409P124H08	COMMUTATOR PROFILER	1
69	404P401H13	COMMUTATOR SLOT SHAVER	2
70	1C43244G01	PLANETARY / BRAKE DRUM CRADLE	1
71	6D56121G01	PLANETARY HUB BEARING CUP PULLER	1
72	1C43137G01	PLANETARY RING GEAR LIFTING TOOL	1
73	1B39120H01	PLANETARY HUB BEARING CUP DRIVER OUTER	2
74	1B39121H01	PLANETARY HUB BEARING CUP DRIVER INNER	2
75	1B39122H01	BRAKE SPIDER DUST BOOT DRIVER	2
76	1C43136H01	BRAKE (STAR WHEEL) ADJUSTING TOOL	1
77	1C40824G01	2.5" DRIVE AXLE PINION SEAL DRIVER	2
78	5D74845G01	DRIVE AXLE PINION YOKE REMOVE / INSTALL SET	1
79	1C43138H01	PUSH PIN INSTALLER / RETRACTOR FOR B & C RACKS	2
80	5D79406G01	TIRE RACK (SINGLE)	2
81	5D79405G01	TIRE RACK (MULTIPLE)	1
82	1C43243H01	BUSHING RECEIVER TOOL	1
83	1C43243H02	BUSHING INSTALLER TOOL	1
84	1C43243H03	BUSHING REMOVER TOOL	1
85	2680F34G01	ATO TEST EQUIPMENT STAND	2
86	2001E15G01	ATS QUICK REFERENCE PART BOARD	2
87	1C43245G01	COUPLER DRAFT GEAR CENTER PIN NUT WRENCH	2
88	1B38307G01	COUPLER POSITIONING TOOL	2
89	1B39128G01	COUPLER DRAFT GEAR CENTER PIN NUT SOCKET	1
90	1C44462H01	COUPLER DRAFT GEAR CENTER PIN BUSHING DRIVER (LOWER)	2
91	1C44463H01	COUPLER DRAFT GEAR CENTER PIN BUSHING DRIVER (UPPER)	2
92	1C44464H01	COUPLER DRAFT GEAR CENTER PIN HOLDING WRENCH	2
93		TRUCK, SERVICE, 2002 FORD, F350, 7.3 CI DIESEL, VIN # IFDSF34F32EC19334	1

APPENDIX-3

PHASE 3 RECOMMENDED SPARE PARTS LIST: VEHICLE AND WAYSIDE EQUIPMENT

VEHICLE EQUIPMENT

Item	Part Number	Description	Qty
VEH001	0899363G01	CONTACT ASSEMBLY	1
VEH002	1018J06G03	REVERSER TYPE XR-148 ELECTRO-PNEUMATIC	1
VEH003	107D177H10	CAPACITOR .1 MFD 200 VOLTS	5
VEH004	107D183H46	RESISTOR .5W 350V 5.6K +/-10% OHMS	10
VEH005	1252A55H29	RESISTOR 301K OHMS .250W 1% NA60/CMF60	10
VEH006	1252A80H21	RESISTOR 1.62K OHMS .750W 1% NA70	10
VEH007	1253A04H01	RESISTOR 1 OHM 50W 1%	10
VEH008	1253A10H01	CAPACITOR 1 UF 50 WVDC 10%	5
VEH009	1502F97G04	WHEEL ASSEMBLY	2
VEH011	1B38725G02	MOV ASSEMBLY	1
VEH012	1B39488G01	COMMUTATING CAPACITOR 0.5 uF	1
VEH013	1B39824G01	RESISTOR ASSEMBLY	10
VEH014	1B39825G01	CAPACITOR ASSEMBLY	5
VEH015	1C40483G15	RESISTOR TUBE RIBFLEX 7.5 OHMS	2
VEH016	1C40811H19	SWITCH SNAP ACTION	2
VEH017	1C40811H20	BUMPER	3
VEH018	1C40811H23	RES ADJ 100W 10% 5 OHMS	2
VEH019	1C40811H27	RING RET EXT	2
VEH020	1C40811H28	RES ADJ 100W 10% 10 OHMS	2
VEH021	1C40811H29	RES ADJ 100W 10% 20 OHMS	2
VEH022	1C40811H50	PIN ROLL .125X1.25	2
VEH023	1C41229H01	CONTACT SWITCH 1)	1
VEH024	1C41229H02	CONTACT SWITCH 1)	1
VEH025	1C41229H03	CONTACT BLOCK 1)	2
VEH026	1C41710H01	EL BREAKER 2 POLE	1
VEH028	1C41830H01	AD-9 AIR DRYER	1
VEH029	1C41830H03	DESSICANT CARTRIGE	2
VEH030	1C41830H05	AD-9 REBUILD KIT (BENDIX #5005037)	2
VEH031	1C45020G01	GATE PULSE RESISTOR PANEL ASSEMBLY	1
VEH032	1C45020G02	GATE PULSE RESISTOR PANEL ASSEMBLY	1
VEH033	1C45043G01	RESISTOR ASSEMBLY	2
VEH034	1C45073H01	MODIFIED RESISTOR ASSEMBLY	1
VEH035	1C45176G01	GATE LEADER PANEL	1
VEH036	1C45176G02	GATE LEAD PANEL	1
VEH037	1C47024G02	TOOTHED WHEEL & YOKE ASSY (50-T) New Yoke	1
VEH038	1C47032G02	GEN ASSY 1460-P5 (50 TOOTH) New Motor	1
VEH039	1D63190G09	VARISTOR SUPPRESSION DEVICE	5
VEH040	2125F98G02	RESISTOR ASSEMBLY	10
VEH041	21D7111G01	CONTACT ASSEMBLY	1
VEH043	225P735G01	PC BOARD PROP. MONITOR PANEL LED ASSY	1
VEH044	226P174G02	PC BOARD 1 PHASE 60 HZ BATTERY CHGR ASSY	1
VEH045	226P262G05	PC BOARD SPEED CODE PRE-AMP ASSEMBLY	1
VEH047	2532B34G01	RIGHT HAND BALL SOCKET ASSEMBLY	1
VEH048	2532B34G02	LEFT HAND BALL SOCKET ASSEMBLY	1
VEH049	2534B39H02	ADJUSTABLE PRESSURE SWITCH #604G11	1

VEHICLE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
VEH049	2534B39H02	ADJUSTABLE PRESSURE SWITCH #604G11	1
VEH050	2534B78H02	MANUAL VALVE FULL PORT	1
VEH051	2537B93G01	RESISTOR ASSEMBLY	2
VEH052	2538B14H01	WINDOW GLAZING RBR EXTRN 160.00+/-2.00)	2
VEH053	2539B60H02	FILTER	4
VEH055	2560B16H02	EXTINGUISHER (FIRE)	1
VEH059	267P926G01	PC BOARD OVERVOLTAGE CIRCUIT ASSEMBLY	1
VEH061	268P130G02	PC BOARD DR INTLK CURRENT DETECTOR ASSY	1
VEH062	3011226G01	CX-100 DRIVESHAFT ASSEMBLY - New Driveshaft	1
VEH063	3437C85H03	TIRE 10R-22.5 TRANSTEEL RADIAL	2
VEH064	3925A65H01	RELIEF VALVE	1
VEH065	3925A66H04	AIR CHECK VALVE	1
VEH066	3925A67H03	VALVE QUICK RELEASE	1
VEH070	3926A72H01	RESISTOR 10 OHMS 11W 5% TYPE 99	10
VEH072	3968C17H04	PUSHBUTTON (S.P.D.T.) CAT#OT1C1A	1
VEH073	3972C53G01	GATE LEAD PANEL	1
VEH074	3972C53G03	GATE LEAD PANEL	1
VEH075	3A63290H29	PIN COTTER .125 X 1.00 LG ZINC YEL CRMT	10
VEH076	3A63407G01	CAPACITOR W/MTG BRACKETS (660 VOLT)	1
VEH078	3D15257G01	GATE CONTROL TRANSFORMER	1
VEH079	3D15323H01	LEVELING VALVE	1
VEH080	404P111H54	CAPACITOR 52000 MFD-30 WVDC	1
VEH081	404P115H19	DIODE SPECIAL 100A 300V RECTIFIER	1
VEH082	404P115H38	LED RED	2
VEH083	404P117H76	RELAY 120VAC COIL 2 FORM C	1
VEH084	404P155H10	CAPACITOR	1
VEH085	404P157H72	RESISTOR 1K OHMS 10.0W 1% RH10	1
VEH086	404P198H19	LED (RED) DOME 21MA / 125 VAC 1 DIA	1
VEH087	404P198H20	LED (GREEN) DOME 24 MA / 125 VAC 1 DIA	1
VEH088	404P228H06	RESISTOR 2.2K OHMS 1W 5% RG1/2	1
VEH090	404P305H05	STRAIGHT SWIVEL	5
VEH092	404P335H50	CONTACT BLOCK	1
VEH093	404P357H02	LIGHT INDICATOR	1
VEH094	404P357H04	LAMP	2
VEH097	404P378H02	TIMER 1-1000 SEC ON-DELAY 24-240 VAC/DC	1
VEH098	404P405H14	SPEAKER	1
VEH099	404P405H22	SPEAKER 2.5	1
VEH100	404P419H11	LAMP FLUORESCENT 32 WATT 48 LG	2
VEH101	404P419H14	LAMP FLUORESCENT 25 WATT 36.00 IN LG	2
VEH103	404P437H97	RELAY TIME DELAY 24 VDC 11 PIN INTERVALON	1
VEH104	404P443H02	RELAY SOCKET 8 PIN	1
VEH105	404P443H07	RELAY SOCKET	1
VEH106	404P443H12	RELAY	1
VEH108	404P443H57	SPRING HOLD DOWN	1
VEH109	404P443H67	RELAY SOCKET	1
VEH110	404P443H92	RELAY 48 VDC 10 AMP 2 POLE	1
VEH111	404P491H27	AUDIO MATCHING TRANSFORMER	1
VEH112	404P498H10	SWITCH PRESSURE	1
VEH113	404P498H14	TRANSFORMER	1
VEH114	404P506H14	CONTACT BLOCK	1
VEH115	404P513H11	POTENTIOMETER	1
VEH116	404P513H16	POTENTIOMETER 8 OHM	1

VEHICLE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
VEH117	404P538H47	SPRING	5
VEH118	404P554H22	FUSE	1
VEH119	404P595H08	AB BREAKER 15 AMP	1
VEH120	404P595H09	AB BREAKER 20 AMP	1
VEH121	404P595H80	BREAKER MAGNETIC HYDRAULIC 5.0 AMPS	1
VEH122	404P595H87	BREAKER 1 POLE 277 VAC 30A	1
VEH123	404P595H90	BREAKER 1 POLE 277 VAC 70A	1
VEH124	404P598H04	POTENTIOMETER 10K OHM 3 WATTS	1
VEH125	404P598H05	POTENTIOMETER 1K OHM 3 WATTS	1
VEH126	404P617H48	BREAKER 40A 227 VAC 1 POLE	1
VEH127	404P649H28	FAN 24 VDC BALLBEARING 35CFM	1
VEH128	404P659H01	RELAY LIGHTING	1
VEH129	404P660H01	BALLAST SINGLE LAMP	1
VEH130	404P660H02	BALLAST DOUBLE LAMP	1
VEH131	404P661H01	LAMP SOCKET FLOURESCENT SIDE INSERT	1
VEH132	404P667H01	CLAMP	1
VEH133	404P682H21	RELAY GERMAN SIGNAL (6NO/2NC)	1
VEH134	404P682H22	RELAY GERMAN SIGNAL (4NO/4NC)	1
VEH136	404P732H09	ANTENNA 488/512 MHZ	1
VEH137	404P775H09	COTTER PIN HAIRPIN .080 DIA X 1.19 LG	10
VEH140	404P840H13	PRESSURE GUAGE, 0-60 PSI	1
VEH141	404P845H02	NUT	10
VEH142	404P931H03	FILTER	1
VEH143	404P931H07	FLTR MEDIA 12.88 X 13.88 X .75 THK FOAM	2
VEH144	404P949H07	BOOT	2
VEH145	404P996H03	CHECK VALVE	1
VEH146	409P129H23	AIR CONDITIONER MOISTURE INDICATOR	1
VEH150	4166A87H01	RELAY TYPE B	1
VEH151	4227B59G01	CAM SHUNT	1
VEH152	4567B03H07	CAPACITOR 1 UF 660 VAC	1
VEH153	4677C95G28	VARISTOR SUPPRESSION DEVICE	1
VEH154	4679C05G06	SUMMARY MONITOR PANEL ASSEMBLY	1
VEH155	4766A18G02	VARISTOR ASSEMBLY	1
VEH156	4766A18G05	VARISTOR ASSEMBLY	1
VEH157	4766A18G08	VARISTOR ASSEMBLY	1
VEH158	4766A41G06	RESISTOR ASSEMBLY	1
VEH159	4767A30H01	ISOLATION TRANSFORMER	1
VEH160	4768A05H11	CRITICAL RELAY 4 FORM C 24V	1
VEH161	4771A36H01	CLIP 1.63) OF .062 X .625 CF STL	1
VEH162	4893B70H02	GAUGE	1
VEH163	4895B55H01	CONVERTER	1
VEH164	4899B64H01	EXTENSION SPRING	1
VEH165	5573C73H01	COLLECTOR SHOE	100
VEH167	5585B56G01	SHOE HOLDER POWER SUB-ASS'Y	1
VEH168	5585B60H01	SHOE CLAMP 5.12 X 1.36) .030 THK CU	4
VEH169	5585B78H01	CHANNEL 5.00 X 1.92) .062 THK SST	1
VEH170	5585B85H01	KEEPER 9.50) .188 X 1.00 CF STL	1
VEH171	5585B88G01	COLLECTOR CABLE	1
VEH172	5585B88G02	COLLECTOR CABLE	1
VEH173	5585B88G03	COLLECTOR CABLE	1

VEHICLE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
VEH174	5585B88G04	COLLECTOR CABLE	1
VEH175	5586B24H02	SWIVEL STEM 4.25) .375 DIA STL	2
VEH176	5586B49H01	INSULATOR BLOCK 2.00 X 1.00) 1.00 THK	4
VEH177	5586B62100	PISTON ASSEMBLY, LOW PRESSURE	1
VEH178	5586B62101	PIN, PISTON, LOW PRESSURE	1
VEH179	5586B62H03	HIGH PRESSURE, CYLINDER, GASKET	1
VEH180	5586B62H05	GASKET, LOW PRESSURE CYLINDER	2
VEH181	5586B62H11	PLUNGER, LOW PRESSURE VALVE	1
VEH182	5586B62H12	CAP, DISCHARGE VALVE, LOW PRESSURE	1
VEH183	5586B62H13	GASKET-COPPER, VALVE CAP, LOW PRESSURE	1
VEH184	5586B62H14	PLUG, DISCHARGE VALVE, LOW PRESSURE	1
VEH185	5586B62H17	GASKET, HEAD, LOW PRESSURE	1
VEH186	5586B62H18	VALVE, DISCHARGE, LOW PRESSURE HEAD	1
VEH187	5586B62H20	LOW PRESSURE SUCTION, VALVE	1
VEH188	5586B62H24	CAP, SUCTION VALVE	1
VEH189	5586B62H25	SLEEVE, HOLD DOWN	1
VEH190	5586B62H26	O-RING, SEAL, CAP	1
VEH191	5586B62H27	SEAL-FELT, PLUNGER TO SLEEVE	1
VEH192	5586B62H28	O-RING, SEAL, PLUNGER TO SLEEVE	1
VEH193	5586B62H29	PLUNGER, HIGH PRESSURE VALVE	1
VEH194	5586B62H30	CAP, DISCHARGE VALVE, HIGH PRESSURE	1
VEH195	5586B62H31	GASKET-COPPER, VALVE CAP, HIGH PRESSURE	2
VEH196	5586B62H32	PLUG, DISCHARGE VALVE, HIGH PRESSURE	1
VEH197	5586B62H34	HIGH PRESSURE HEAD GASKET	1
VEH198	5586B62H35	HIGH PRESSURE DISCHARGE VALVE	1
VEH199	5586B62H37	HIGH PRESSURE SUCTION VALVE	1
VEH200	5586B62H42	FILTER, AIR CLEANER	2
VEH201	5586B62H44	BEARING, CONE, COMPRESSOR	1
VEH202	5586B62H51	COVER, VALVE, UNLOADER	1
VEH203	5586B62H52	O-RING, SEAL, COVER, UNLOADER	2
VEH204	5586B62H53	SPRING, UNLOADER VALVE	2
VEH205	5586B62H54	VALVE, CHECK, UNLOADER	1
VEH206	5586B62H56	O-RING, SEAL, PIN	2
VEH207	5586B62H57	RETAINER, OIL PR. RELIEF SPRING	2
VEH208	5586B62H58	SPRING, OIL PR. RELIEF VALVE	2
VEH209	5586B62H60	PISTON, OIL PUMP	1
VEH210	5586B62H61	DIAPHRAGM, OIL PUMP	1
VEH211	5586B62H66	PISTON ASSEMBLY, HIGH PRESSURE	1
VEH212	5586B62H68	RETAINER, PISTON PIN	1
VEH213	5586B62H70	NYLON BALL, OIL RELEIF VALVE	1
VEH214	5586B62H71	RING KIT, PISTON, HIGH PRESSURE	1
VEH215	5586B62H72	FITTING, OIL INTAKE TUBE	1
VEH216	5586B62H73	RUBBER SLEEVE, OIL INTAKE TUBE	1
VEH217	5586B62H74	TUBE, OIL INTAKE	1
VEH218	5586B62H75	OIL SEAL, FRONT MAIN COVER	1
VEH219	5586B62H76	RING KIT, PISTON, LOW PRESSURE	1
VEH220	5586B62H79	CONNECTING ROD ASSEMBLY	1
VEH221	5586B62H80	BEARING KIT CONNECTING ROD	1
VEH222	5586B62H81	CUP BEARING	1
VEH223	5586B62H86	O-RING, OIL PUMP COVER	1

VEHICLE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
VEH224	5586B62H87	ROTOR, OIL PUMP	1
VEH225	5586B62H88	VANE, OIL PUMP ROTOR	1
VEH226	5586B62H89	SPRING, VANE, OIL PUMP ASSY	2
VEH227	5586B62H90	INSERT, OIL PUMP	1
VEH228	5586B62H91	ROLL PIN, OIL PUMP ASSY	10
VEH229	5586B62H94	ROLL PIN, OIL PRESSURE RELIEF VALVE	10
VEH230	5586B62H95	SHIM .005 IN. THK	2
VEH231	5586B62H96	SHIM .0075 IN. THK	2
VEH232	5586B62H97	SHIM .020 IN. THK	2
VEH233	5586B62H99	O-RING, BREATHER TUBE, (H125-157)	2
VEH234	5586B66H01	CARBON BRUSH GRADE W187	2
VEH235	55B3909G40	MAG VALVE ASSEMBLY (UB-782-E)	1
VEH236	5624B19H01	MODIFIED SOCKET	1
VEH237	5819C58G03	FINGER ASSEMBLY	2
VEH244	5D73120G01	PC BOARD TERMINATION CARD ASSEMBLY	1
VEH249	5D73299G01	PC BOARD LAS VEGAS RADIO RELAY I/O ASSY	1
VEH250	5D73353G02	PC BOARD ORLANDO RF INTERFACE ASSEMBLY	1
VEH251	5D73355G01	PC BOARD TERMINATION CARD C ASSEMBLY	1
VEH256	5D73379G01	PC BOARD TERMINATION CARD ASSEMBLY	1
VEH257	5D73379G02	PC BOARD TERMINATION CARD ASSEMBLY	1
VEH258	5D74455H05	HEADLAMP-CLEAR HIGH/LOW	2
VEH259	5D74455H13	HEADLAMP-RED HIGH	2
VEH260	5D74671G01	GUIDE WHEEL HUB ASSEMBLY	1
VEH261	5D74715H03	COIL, COMPRESSOR UNLOADER	1
VEH262	5D74716H06	ISOLATOR-SHOCK MOUNT	1
VEH263	5D74716H08	VALVE-SERVICE	1
VEH264	5D74716H20	VALVE-RECEIVER, (INLET AND OUTLET)	1
VEH265	5D74717H23	THERMOSTAT-OVERHEAT	1
VEH266	5D76262H03	EQUALIZER VALVE 110 PSI	1
VEH267	5D76263H23	VEHICLE RADIO 1)	1
VEH268	5D77998H27	FILTER DRIER CARTRIDGE	2
VEH269	5D81705G03	SURFACE HEATER CONTROL PANEL	1
VEH270	6246D69H09	SHACKLE 7.25 X 2.75) .38 HR STL	2
VEH271	6961C69G01	ASSEMBLY DUAL QUICK RELEASE VALVE KIT	1
VEH272	6965C16H02	TRANSFORMER ENCAPSULATED	1
VEH273	6971C67H02	BREAKER 3 POLE 600 VAC 15 AMP	1
VEH274	6971C67H07	BREAKER 3 POLE 600 VAC 15 AMP	1
VEH275	6971C68H01	BREAKER 3 POLE 600 VAC 70 AMP	1
VEH276	6971C68H04	BREAKER 3 POLE 600 VAC 125 AMP	1
VEH277	6973C66G02	VARISTOR ASSEMBLY	1
VEH278	6973C66G10	VARISTOR ASSEMBLY	1
VEH279	6973C66G14	VARISTOR ASSEMBLY	1
VEH280	6D56575H04	SWITCH-HIGH PRESSURE	1
VEH281	6D56575H06	SWITCH-MODULATION PRESSURE	1
VEH282	6D56575H15	ISOLATOR, SHOCK MOUNT	2
VEH283	6D56575H18	TRANSFORMER	1
VEH284	6D56575H24	RELAY BASE, OVERLOAD	1
VEH285	6D56575H26	OVERLOAD	1
VEH286	6D56576H38	STRAINER SCREEN (NOT SHOWN)	1
VEH287	6D58095H01	COMPRESSOR	1

VEHICLE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
VEH288	6D58097H11	MOUNT, ISOLATION (HALF)-30 DUROMETER	1
VEH289	6D58097H25	SWITCH, AIR FLOW	1
VEH290	6D59447G01	LOWER DOOR GUIDE - C-100 & CX-100 VEHICLE	1
VEH291	6D59447G02	LOWER DOOR GUIDE - C-100 & CX-100 VEHICLE	1
VEH292	6D60370H19	CIRCUIT BREAKER (20A), BACK MOUNT	1
VEH293	6D60370H20	CIRCUIT BREAKER (5A), BACK MOUNT, 4 POLE	1
VEH294	6D60370H21	CIRCUIT BREAKER (20A), BACK MOUNT, SHUNT	1
VEH295	6D60370H22	CIRCUIT BREAKER (3A), BACK MOUNT	1
VEH296	6D60370H25	HEATER, OVERLOAD, 1.79-2.90A	1
VEH297	6D60372H16	VALVE, THERMAL EXPANSION	1
VEH298	6D61132H03	MOTOR, FAN CONDENSER	1
VEH299	6D61132H07	VALVE, RELIEF	1
VEH300	6D61133H32	VALVE, THERMAL EXPANSION-2.5	1
VEH301	6D61841G01	CONVERTER ASSY	1
VEH302	795C168G01	CONTACTOR ARC CHUTE - MOLDED	1
VEH303	8368D84H15	VEHICLE GLASS	1
VEH304	8368D84H16	VEHICLE GLASS	1
VEH305	8589C64100	SPRING BRAKE CHAMBER ASSY	1
VEH307	8589C64185	SEAL ADJUSTING BOLT	1
VEH308	8589C64H69	OIL SEAL HUB BRG.	1
VEH309	8589C64H77	COLLET NUT - BRAKE CHAMBER	1
VEH310	8589C64H86	CAP SCREW HOLD DOWN CLIP	2
VEH311	8589C64H87	SPRING - BRAKE SHOE RETURN	1
VEH312	8589C64H90	NUT HOLD DOWN CLIP	1
VEH313	8589C64H91	CLIP HOLD DOWN	1
VEH314	8589C64H93	WEDGE ASSEMBLY	1
VEH315	8591C47G01	COLLECTOR FRONT CROSS LINK	1
VEH316	8592C18G06	STD CONTACTOR AND INTERLOCKTYPE UMC-109G	1
VEH317	8593C08H03	TRANSFORMER 600V/60HZ & 600V/50HZ 10VA	1
VEH318	8593C21G01	LOW PRESSURE HEAD	1
VEH319	8593C22G01	HIGH PRESSURE HEAD	1
VEH320	8594C63H02	STD. FAN 24 VDC 94 CFM	1
VEH321	8617A79G01	CONTACT WITH INSERT	1
VEH322	8840D61G01	RESISTOR PANEL R.H.	1
VEH323	8840D61G03	RESISTOR PANEL R.H.	1
VEH324	8840D61G04	RESISTOR PANEL L.H.	1

WAYSIDE EQUIPMENT

Item	Part Number	Description	Qty
1	404P437H26	RELAY BASE	6
2	404P437H56	RELAY O.A. BIASED 400 OHM 6FB	8
3	6D58050H01	ATO 5 OUTPUT - PWR SUPPLY ASSY	1
4	409P198248	ETHERNET LAN 1-PORT REPEATER 110VAC	1
5	258P758G01	PC BOARD, BART KE UPIB ASSEMBLY	1
6	267P680G05	PC BOARD, TRANSMITTER ASSEMBLY	2
7	267P680G08	PC BOARD, TRANSMITTER ASSEMBLY	1
8	226P400G01	PC BOARD, DOOR RECEIVER/DRIVER ASSEMBLY	1
9	5D73141G03	PC BOARD, DIGITAL INPUT PCB ASSEMBLY	1
10	5D73141G04	PC BOARD, DIGITAL INPUT PCB ASSEMBLY	1
11	5D73142G03	PC BOARD, DIGITAL OUTPUT ASSEMBLY	1
12	5D73142G10	PC BOARD, GEATRAC DIGITAL OUTPUT ASSEMBLY	1
13	5D73062G02	PC BOARD, POWER SUPPLY ASSEMBLY	1
14	267P680G01	PC BOARD, TRANSMITTER ASSEMBLY	1
15	5D73389G01	PC BOARD, HOUSTON 386 CPU ASSEMBLY	1
16	6D61035G16	PC BOARD, AUDIO ANNOUNCEMENT UNIT (AAU)	1
17	409P124H10	AUDIO ANNOUNCEMENT UNIT	1
18	6D57605H01	TIMING CRADLE POWER SUPPLY	1
19	6D57606H01	GEALOC 4 x 24 VDC POWER SUPPLY	1
20	6D57607H01	GEALOC FIELD POWER SUPPLY	1
21	404P127106	FIBER OPTIC MODEM CRADLE POWER SUPPLY	1
22	404P437H96	VITAL RELAY 12-14 VDC 800 OHM	6
23	5D73062G01	PC BOARD, POWER SUPPLY ASSEMBLY	2
24	5D73087G01	PC BOARD,FRANKFURT WAYSIDE STATIC DIGITAL	2
25	5D73087G02	PC BOARD,FRANKFURT WAYSIDE STATIC DIGITAL	2
26	5D73087G03	PC BOARD,FRANKFURT WAYSIDE STATIC DIGITAL	2
27	5D73087G04	PC BOARD,FRANKFURT WAYSIDE STATIC DIGITAL	2
28	5D73087G05	PC BOARD,FRANKFURT WAYSIDE STATIC DIGITAL	2
29	3017306G01	PC BOARD, SERIAL COMMUNICATIONS ASSEMBLY	2
30	5D73069G01	PC BOARD,FRANKFURT TX/RX SERVER ASS'Y	2
31	5D73069G02	PC BOARD,FRANKFURT TX/RX SERVER ASSEMBLY	2
32	3017296G01	PC BOARD, 486 CPU ASSEMBLY	2
33	3017305G01	PC BOARD,VITAL SERIAL COMM ASSEMBLY	2
34	5D73088G01	PC BOARD,FRANKFURT WAYSIDE SYNCHRONIZER/	2
35	5D73068G01	PC BOARD, TX/RX DATA DRIVER ASS'Y	2
36	258P716G01	PC BOARD; TIME SLOT GENERATOR ASSEMBLY	3
37	258P720G01	PC BOARD, CLOCK AND GENERATOR ASSEMBLY	1
38	209P380G01	PC BOARD, FAIL SAFE 6 BIT SHIFT REGISTER	1
39	203P621G02	PC BOARD, STATION TIME LINE INHIBIT	1
40	258P700G01	PC BOARD, STATION TIMING DRIVER ASSEMBLY	1
41	5D73075G01	PC BOARD, BASIC TIMING BUFFER ASSEMBLY	3
42	5D73068G02	PC BOARD, TX/RX DATA DRIVER/BUFFER ASS'Y	2
43	258P738G02	PC BOARD, 3HZ GEN-FILTER & DETECTOR ASS'Y	1
44	5D73461G03	PC BOARD, DC SOURCE OUTPUT ASSEMBLY	1
45	5D73461G04	PC BOARD, DC SOURCE OUTPUT ASSEMBLY	1
46	5D73461G05	PC BOARD, DC SOURCE OUTPUT ASSEMBLY	1
47	5D73461G01	PC BOARD, DC SOURCE OUTPUT ASSEMBLY	1
48	5D73461G02	PC BOARD, DC SOURCE OUTPUT ASSEMBLY	1
49	5D73462G01	PC BOARD, DC SINK OUTPUT ASSEMBLY	1

WAYSIDE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
50	5D73462G02	PC BOARD, DC SINK OUTPUT ASSEMBLY	1
51	5D73462G03	PC BOARD, DC SINK OUTPUT ASSEMBLY	1
52	5D73462G04	PC BOARD, DC SINK OUTPUT ASSEMBLY	1
53	5D73462G05	PC BOARD, DC SINK OUTPUT ASSEMBLY	1
54	5D74996137	SELECTOR SWITCH, KEY OPERATED	1
55	5D74996149	SELECTOR SWITCH, KEY OPERATED	1
56	5D74996138	SELECTOR SWITCH, KEY OPERATED	1
57	404P694H12	PUSHBUTTON FLUSH 2-NO, 2-NC WHITE	2
58	404P331H02	SWITCH MATRIX 1 X 1	2
59	404P332H02	INDICATOR	10
60	404P360H21	LED GREEN 24/28V	10
61	404P360H20	LED RED 24/28V	10
62	4678C76G01	CIRCUIT CONTROLLER ASSEMBLY	1
63	1B41784H01	PILOT OPERATED CARTRIDGE CHECK VALVE	1
64	404P996H08	BLEEDER VALVE	1
65	5574C12H06	CYLINDER W/LIPSEAL	1
66	4679C75G05	HYDRAULIC HOSE ASSEMBLY	1
67	4678C76G02	CONTROLLER ASSEMBLY R.H.	1
68	5827C89G02	SWITCH CYLINDER	1
69	2560B39G04	SWITCH SHUT-OFF VALVE	1
70	4678C76G03	CONTROLLER ASSEMBLY L.H.	1
71	4678C76G04	CIRCUIT CONTROLLER ASSY	1
72	404P336H05	ROTARY SWITCH	?
73	404P810H03	RELIEF VALVE - PRESSURE CONTROL	1
74	404P840H01	PRESSURE GAUGE	1
75	404P996H02	VALVE IN-LINE CHECK	1
76	409P250H94	FILTER ASSEMBLY	2
77	8584C27G05	HYDRAULIC HOSE ASSEMBLY	1
78	3007523G01	HYDRAULIC POWER UNIT	1
79	404P820H22	FILTER ELEMENT (10Q)	2
80	8584C27G01	HYDRAULIC HOSE ASSEMBLY	1
81	8584C27G02	HYDRAULIC HOSE ASSEMBLY	1
82	8584C27G03	HYDRAULIC HOSE ASSEMBLY	1
83	404P879H06	COUNTER - REMOTE RESET	1
84	3007104G04	SOLENOID VALVE ASSEMBLY	1
85	404P699H24	SOLENOID VALVE, HYDRAULIC, 14 SERIES	2
86	4766A46H01	TRANSFORMER	2
87	404P345H08	VITAL TIMER RELAY PN-150EVT	4
88	4766A40G17	DIODE ASSEMBLY	2
89	404P488H32	CIRCUIT BREAKER GFI DIN MOUNTED	2
90	3A64834G01	SURGE ARRESTER ASSEMBLY	30
91	226P572G01	PC BOARD, TX/RX ASSEMBLY	1
92	226P572G02	PC BOARD, TX/RX ASSEMBLY	1
93	226P572G04	PC BOARD, TX/RX ASSEMBLY	1
94	226P572G05	PC BOARD, TX/RX ASSEMBLY	1
95	226P572G06	PC BOARD, TX/RX ASSEMBLY	1
96	226P572G09	PC BOARD, TX/RX ASSEMBLY	1

WAYSIDE EQUIPMENT (Continued)

Item	Part Number	Description	Qty
97	226P572G11	PC BOARD, TX/RX ASSEMBLY	1
98	226P572G12	PC BOARD, TX/RX ASSEMBLY	1
99	226P586G01	PC BOARD, SCANNER INTERFACE II ASSEMBLY	1
100	258P876G02	PC BOARD, TX/RX INTERFACE	1
101	226P574G11	PC BOARD, ATO RX/RX ASSEMBLY	1
102	226P575H02	PC BOARD, ATO RX/RX ARTWORK	1
103	3017238H43	A1 MOTHER BOARD	1
104	2531B84G07	LIGHTNING ARRESTER ASSEMBLY	5
105	4768A30H01	TRANSFORMER	1
106	3927A22H01	TRANSFORMER	1
107	404P798H14	LIGHTNING ARRESTOR, 400V, 3 ELECTRODE	1
108	4767A40H01	TRANSFORMER	1
109	4776A80H01	TRANSFORMER	1
110	3016826G01	TELEPHONE ENTRANCE CABINET	1
111	3016830G01	PA COMMUNICATIONS CAB TERM A, HOUSTON	1
112	3016840G01	CENTRAL COMMUNICATIONS CABINET	1
113	404P394140	MONITOR, 27 INCH	1
114	3016838G01	AUDIO RECORDER INSTALLATION	1
115	404P290H66	AXIS PENDANT DOME WALL MOUNT	1
116	409P210104	BNC TO VGA CONVERTER	1
117	3000436H16	WAYSIDE EMERG PHONE/PASSENGER STA. PHONE	2
118	409P084H13	TELEPHONE, FLUSH MOUNT ENCLOSURE	2
119	409P021H18	MICROPHONE	2
120	3016826G02	TELEPHONE ENTRANCE CABINET	2
121	3012615G01	EMERGENCY TRIP VITAL RELAY ASSY.	2
122	404P346H20	PLC ASSEMBLY-SWITCHGEAR	2
123	404P290H67	NETWORK DOME PTZ CAMERA (AXIS 215)	4
124	409P119126	CAMERA POWER SUPPLY	4
125	409P197H27	STATION SIGNS	8
126	404P405H21	SPEAKER 8" 12W 50-15KHZ	16
127	404P405H20	SPEAKER MOUNT	16
128	404P405H39	SPEAKER GRILLE, 8 INCH METAL	16
129	TBD	TRD-PDS	TBD
130	TBD	TRD-UPS	TBD
131	TBD	TRD-HARMONIC FILTERS	TBD
132	TBD	STATION DOORS	TBD
133	1D62931G01	TRANSFORMER PANEL	1
134	5D74996150	SELECTOR SWITCH, KEY OPERATED	1
135	5D74996134	SELECTOR SWITCH, KEY OPERATED	1

EXHIBIT XI

SAMPLE CONTRACT

EXHIBIT XI - SAMPLE CONTRACT

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

I. PARTIES

A. ADDRESS

THIS AGREEMENT FOR APM OPERATIONS AND MAINTENANCE SERVICES FOR THE HOUSTON AIRPORT SYSTEM AT GEORGE BUSH INTERCONTINENTAL AIRPORT/HOUSTON (IAH) ("Agreement") is made on the date of countersignature by the City Controller ("Effective Date") between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and _____ ("Contractor"), a _____ corporation authorized to do 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:

<u>City</u>	<u>Contractor</u>
Director, Houston Airport System or Designee City of Houston P.O. Box 60106 Houston, Texas 77205-01061	

The Parties agree as follows:

B. TABLE OF CONTENTS

This Agreement consists of the following sections:

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 - X. PRE-PERFORMANCE BOND

C. PARTS INCORPORATED

All of the above-described sections and exhibits are incorporated into this Agreement.

D. CONTROLLING PARTS

If a conflict among the sections or exhibits arises, Exhibit "A" controls over the sections and the other exhibits, and the sections control over all exhibits except Exhibit "A."

C. SIGNATURES

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

ATTEST/SEAL (if a corporation): _____

By: _____
Name:
Title:

By: _____
Name:
Title:
Tax Identification No. _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director of Aviation

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No.

II. DEFINITIONS

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

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

Acceptance shall be determined by the Director and be established when the Director determines that the unit of 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 an approved, negotiated or specified use made a part hereof.

Air Operations Area (AOA) means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area shall include such paved and unpaved areas that are used or intended to be used for unobstructed movement of aircraft in addition to its associated runway, taxi-way or apron.

Airport means George Bush Intercontinental Airport/Houston (IAH).

APM means the entire Automated People Mover System from Terminal A to the new Federal Inspection Station, including also the maintenance facility and all appurtenances and equipment related thereto.

Basic Services means those services described in Section III.A. and in Exhibit "A" of this Agreement.

City is defined in Article I of this Agreement and includes its successors and assigns.

Contract or Agreement means this contract and all Exhibits and written amendments authorized by City Council 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 APM operations and maintenance.

Contractor is defined in Article I of this Agreement and includes its successors and assigns.

Corrective Maintenance means activities that involves troubleshooting, component repair, replacement, and checkout activities necessary to restore the APM to normal operation after a defective component has been isolated and identified on the system.

Director means the Director of the Houston Airport System or his designee. This Agreement designates certain functions to be performed by the Director. For the purposes of this 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.

Equipment means an assembly of components for a defined function.

Equipment Failure means equipment not capable of being repaired due to wear/damage resulting from normal or catastrophic causes.

Expendable Items are those items normally required during scheduled maintenance. The items are either consumed during use, used up during repeated use, or are not reusable after one usage. They typically include, but are not limited to, oils, lubricants, filters, gaskets, cleaning agents, paints, brooms, brushes, light bulbs, etc.

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 industry.

Furnish except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Hours of Operation are defined in the Performance Work Statement, Exhibit "A", and require Contractor to work continuously during the hours specified, including all holidays.

HAS means the Houston Airport System.

IAH means George Bush Intercontinental Airport/Houston.

Maintenance Service means all maintenance services described in Exhibit A – Scope of Work.

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

Notice to Proceed or NTP means a written communication from the Director to Contractor instructing Contractor to begin performance.

OEM means the Original Equipment Manufacturer.

Operation or Operational means that the APM is maintained at the level necessary to ensure that it is in a state of readiness for its intended use or full functional status, and maintained in such condition for the use for which it is intended.

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

Other Work/Services means those services within the scope of this Agreement but not fully described herein related to operations and maintenance of the APM, other than Basic Services. Such services are only provided upon the Director's written request.

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

Rebuilt Parts mean used parts that have been dismantled and reconstructed as necessary; all internal parts are cleaned and free from rust and corrosion; all impaired, defective, or substantially worn parts are restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing components are replaced with new, rebuilt or unimpaired used parts; and such other operations are performed as necessary to put the product in sound working condition. Rebuilt Parts must meet or exceed original manufacturer's specifications.

Repair means to restore to good or sound working condition.

Replacement Equipment means equipment of similar capacity to existing equipment provided when the primary equipment is out of service.

Replacement Parts mean any item which by its installation becomes part of the APM.

Upgrade means to modify or replace existing equipment in order to achieve a specified objective or the latest state-of-the-art configuration or both.

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

III. DUTIES OF CONTRACTOR

A. SCOPE OF SERVICES

In consideration of the payment specified in this Agreement, Contractor shall provide all management, management, supervision, labor, tools, equipment, parts, materials, consumables, expendables, spare parts, cleaning, adjustment, maintenance, diagnostics, instruments, lubrication, repairs, testing, permits, replacement of parts and equipment, and repair of spare equipment for the APM Systems in order to maintain APM Systems in first class condition and perform Basic Services described in the Performance/Work Statement set forth in Exhibit "A." Contractor shall operate and maintain the APM on a 24-hours-per-day, 7-days-per-week, 365 days-per-year basis, including holidays. Contractor shall not be paid for travel time to and from the job site.

B. DUTY TO INSPECT

Contractor represents that it or its agent has inspected all sites affected by this Agreement and that it is not entitled to additional compensation for its failure to accurately account for all of the work required to be performed under this Agreement.

C. INVOICING

Contractor shall submit its invoices on forms approved in advance by the Director. Each invoice must be accompanied by support documents as may be requested by the Director. Each invoice Contractor submits must be in duplicate and each copy must include required support documents. Each invoice must be identified by the contract name and Contractor number. All invoices are to be delivered or mailed to the following location:

The City of Houston
Houston Airport System
Accounts Payable Section
P.O. Box 60106
Houston, Texas 77205-0106

D. PAYMENT OF SUBCONTRACTORS

Contractor shall make timely payments to all persons and entities supplying labor, materials, services, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

E. PERSONNEL OF CONTRACTOR

Contractor shall provide sufficient, fully qualified personnel to meet the staffing requirements set forth herein and in Exhibit "A". Work will be performed only by competent and qualified personnel. The Contractor shall designate a Project Manager to act on behalf of Contractor who is authorized to make all decisions regarding the APM hereunder. The Director may rely on any decisions made by the Project Manager as being decisions of the Contractor. Such Project Manager shall not be replaced by Contractor during the Term of this Agreement without the prior written permission of Director (subject to all employment laws) and the approval by the Director of a replacement Project Manager who is satisfactory to the Director in his sole discretion. Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

F. RELEASE

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

G. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY

SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

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.

H. RELEASE AND INDEMNIFICATION - (PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT)

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE ACITY@) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR,

(2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City or the Contractor 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 or the Contractor does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the City or Contractor, as applicable, is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Director. Contractor shall then control the defense and any negotiations to settle the claim. Within (ten)10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

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

(3) Cooperation. City shall cooperate with Contractor in a reasonable manner so as to allow Contractor the ability to zealously defend such claims.

J. INSURANCE

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$2,500,000 each Occurrence and \$5,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit (\$5,000,000 if on the airside of IAH)

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. 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.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract. Contractor shall provide copies of insurance certificates to the Director, if requested.
- (11) Proof of Insurance.
 - (a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
 - (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
 - (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

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

K. WARRANTIES

Contractor warrants that it shall perform all work in a good and workmanlike manner. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

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

- (1) that all items are free of defects in title, design, material, and workmanship,
- (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,
- (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),
- (4) that no item or its use infringes any patent, copyright, or proprietary right, and
- (5) that for one year from the date of any installation ("Warranty Period"), Contractor shall provide all parts, instruments, equipment, and goods required to complete all Preventive and Remedial Maintenance required under this Agreement at no cost to the City. This warranty is in addition to Contractor's obligation to provide Basic Services under this Agreement. When the manufacturer's warranty period for any parts, instruments, equipment, and goods is greater than 1 year, the longer period prevails.

Contractor shall manage and enforce on the City's behalf all manufacturer warranties issued before the Effective Date of this Agreement, during the Term of this Agreement, and any extensions. Contractor shall not be entitled to any additional compensation for the management and enforcement of these manufacturer warranties. If Contractor does not exhaust all remedies, including litigation, against a manufacturer who fails to honor all or a part of a warranty, it shall not receive additional compensation from the City for the labor and material costs it incurs to repair or replace the item that otherwise would have been under warranty.

Contractor warrants that the operations and maintenance services performed by it or its subcontractors and the parts, equipment and services supplied by it in connection with such operation and maintenance services will be provided in a manner such that the APM will achieve a monthly system availability as defined and calculated in accordance with Exhibit "B" hereto. If the APM fails to achieve the warranted monthly system availability, payment under this Agreement shall be adjusted downward in accordance with Exhibit "B" hereto.

L. CONFIDENTIALITY

Contractor and its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, “the Information”) that they receive, prepare, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall establish procedures to ensure confidentiality of the Information and to prevent its unauthorized use and disclosure. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors who perform work under this Agreement, which bind them to the terms in this paragraph.

M. CONFLICTS OF INTEREST

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

N. USE OF WORK PRODUCTS AND OWNERSHIP; WORKS FOR HIRE

Any interest of Contractor or its subcontractors in drawings, plans, specifications, studies, reports, memoranda, computations sheets, data, software, or other documents prepared by Contractor or its subcontractors in connection with the Construction Contract is or shall become property of and shall be transmitted to the City, except as may be otherwise provided herein and in Section 6.1.10 of the Special Provisions of the Construction Contract. However Contractor may retain and use copies for reference and as documentation of its experience and capabilities. City shall have the non-exclusive right to use or permit the use of all such data, software, related documentation, and papers and any ideas or methods represented thereby for the operation and maintenance of the APM at any time without additional compensation to the Contractor. All data, software, and related documentation, and all papers and any ideas or methods shall not be knowingly provided by City to Contractor’s competitors except to the extent required by law or to the extent that such competitor needs to know such information to operate and maintain the APM (if such contract is entered into by City after the expiration or termination for cause by City). All materials to become part of the APM including but not limited to, spare parts, equipment, expendables, and consumables inventory shall be and become property of the City upon delivery or upon being specially adapted for use in or as part of the APM, whichever occurs first. Contractor shall promptly furnish to City such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free from encumbrances and shall mark or otherwise identify all such materials as property of the City.

Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship created by Contractor or its subcontractors in connection with the services performed under this Agreement shall be works for hire as defined under Title 17 of the United States Code, as may be amended, and all copyrights in such works are the property of the City. In the event that it is determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City.

With the approval of the Director, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

O. LICENSES AND PERMITS

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by this Agreement, any statute, ordinance, rule, or regulation. This requirement includes, without limitation, certification of the on-site technicians. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against required licenses or certifications.

P. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state and federal laws and regulations, including without limitation, the Americans With Disabilities Act of 1990, as amended, and OSHA; the City Charter and Code of Ordinances; and HAS rules and regulations.

Q. COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

R. MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least __% of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing:

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration if directed to do so by the Affirmative Action Director. All agreements 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, then the subcontract must also be signed by the attorneys of the respective parties.

S. PERFORMANCE BOND

Contractor shall, within ten (10) days of the date the Director issues the Notice to Proceed described in Article V. A of this Agreement, furnish and maintain a performance bond in an amount of _____ conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). The bond must be in substantially the form attached as Exhibit "E" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

In addition to the termination rights set forth in Article V. E of this Agreement, should Contractor fail to provide the Performance Bond within the time set forth above, City shall have the right to withhold and retain any payments due Contractor, without interest or penalty of any kind, until such time as an acceptable Performance Bond is provided to the City as required by this Agreement. At such time as a Performance Bond is accepted by the City Attorney, the withheld and retained payments shall be released by the City to Contractor in the next monthly billing cycle, without interest or penalty of any kind imposed upon City.

T. DRUG ABUSE DETECTION AND DETERRENCE

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"),
 - (a) a copy of its drug-free workplace policy,
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "F," together with a written designation of all safety impact positions and,
 - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Agreement or on completion of this Agreement if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "H." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within thirty (30) days of the expiration of each six (6) month period of performance and within thirty (30) days of completion of this Agreement. The first six (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.

- (3) 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.
- (4) Contractor shall require that its subcontractors comply with the Executive Order and Contractor shall secure and maintain the required documents for City inspection.

U. ENVIRONMENTAL LAWS

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

- (a) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;
- (b) the Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;
- (c) the Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;
- (d) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;
- (e) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;
- (f) the Clean Air Act as amended, 42 U.S.C. 7401 et seq.;
- (g) the Clean Water Act, 33 U.S.C., Section 1251, et seq.;
- (h) the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;
- (i) the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.;

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

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

(3) Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include:

- (a) all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws,
- (b) asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or
- (c) any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human

health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

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

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

(6) The City's NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. Contractor shall be bound by all applicable portions of the permit.

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

(8) If either party asks, the other party shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

(9) Contractor appoints the City as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the City's permit.

(10) Contractor shall participate in any City organized task force or other work group established to coordinate stormwater activities at the Airport.

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

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

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

(a) ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY

DUE TO CONTRACTOR'S, ITS EMPLOYEES', OR AGENTS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORT PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;

(b) ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORT PREMISES BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS;

(c) THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORT THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;

(d) ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORT; OR

(e) ANY VIOLATION BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS OF ANY ENVIRONMENTAL LAWS.

THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT.

V. AIRPORT SECURITY AND BADGING

Contractor shall comply with all applicable Federal rules governing security at the Airport, as there maybe amendments from time to time.

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

Contractor shall obtain HAS security badges for its personnel performing services on-site, including its Sub-contractors' 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 \$45.00 each at IAH/HOU and \$6.00 each at EFD.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Proposer is responsible for the cost of badges, including replacements thereof. The personnel losing badges will be charged for replacement badges at the then current rate.

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

Airport Customs Security Area Bond:

If required, Contractor shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.

W. MAINTENANCE AUDIT

- (1) At any time, during normal business hours, during the term of this Agreement or any extensions, the Director, without notice to the Contractor and at HAS' expense, may provide for a third party maintenance audit. Contractor shall rectify any deficiencies in performance discovered by such audit for which Contractor is responsible to the Director's satisfaction at no cost to the City within ten (10) days of receipt of a notice of any deficiency. Further, the Contractor shall provide the Director with a written explanation for such deficiency in performance and a plan to prevent future deficiencies within fifteen (15) days of receipt of such notice. Failure of the Contractor to timely rectify the deficiency or provide the written explanation and plan to the Director shall be grounds for termination for cause as provided in Section V. Any third party assigned to perform such audit shall be obliged to execute a confidentiality agreement with the Contractor regarding the release of findings to parties other than the City prior to beginning any audit work.
- (2) At any time, during normal business hours, during the term of this Agreement or any extensions, the Director, without notice to the Contractor, may conduct his own inspections of Contractor's work performance, equipment, inventory, logs and Work sites. Contractor shall rectify any deficiencies discovered by such inspection to the Director's satisfaction within ten (10) days of receipt of a notice of any such deficiency at no cost to the City if caused by the Contractor or its subcontractors.

X. CITY'S RIGHT TO STOP WORK

If Contractor fails to perform in accordance with this Agreement, the Director may order to stop performance, or any portion thereof. City may, after seven (7) days advance written notice to Contractor, and without prejudice to any other remedy available to City, perform the Work stopped by the Director. In such a case, an appropriate deduction shall be made from the payments then or thereafter due Contractor for the cost of the performance conducted by City, including the cost of additional services made necessary for Contractor's failure to perform. If the payments then or thereafter due Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City within ten days of receiving an invoice therefore.

Y. LIQUIDATED DAMAGES

By entering into this Agreement, Contractor agrees that in the event the services provided for herein and in Exhibits "A" and "K" are not provided or are inferior to that which is required, City will suffer actual damages that will be impracticable or extremely difficult to determine. Consequently, Contractor agrees to the payment reductions and deductions set forth in Exhibit "B" hereto and that such payment reductions and deductions shall not be a penalty, but are reasonable estimates of the loss that City would suffer in light of the circumstances existing at the Effective Date of this Agreement. Without impairing the City's right to pursue other contractual or common law remedies for other breaches of this Agreement, such liquidated damages shall be City's sole and exclusive remedy as to the damages they represent. City may deduct a sum representing the liquidated damages from any money due to Contractor.

Z. SAFETY PROGRAM

Contractor shall operate and maintain the APM in accordance with the approved Safety Program Plan and all safety procedures provided and approved in advance by the Director in the Operations and Maintenance Manuals and Rule Book submitted and approved by the Director during performance of the Construction Contract (and in accordance with the safety provisions set forth in Exhibit "A"), such manual and book are hereby incorporated by this reference in this Agreement as though fully set forth herein (See Section 28.0 of Exhibit "A" which applies here). If any changes or updates need to be added during the term of this Agreement, they must be approved by the Director prior to implementation. Contractor shall be solely responsible for the health and safety of its employees, agents, and subcontractors who perform work under this Agreement and for the safe protection and preservation of the APM.

AA. CLAIMS BY CONTRACTOR

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Agreement are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Agreement, the Contractor shall give written notice to the Director. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Agreement shall be referred to the Director for interpretation. The Director shall have the right but not the obligation to affirm or disaffirm the interpretation, which affirmation or disaffirmance shall be final.

Should any dispute arise under this Agreement respecting the true value of any Work performed, of any Work omitted, of any extra Work which the Contractor may be required to perform, time extensions, respecting the size of any payment to the Contractor during the performance of the Agreement, or of compliance with Agreement provisions, said dispute shall be decided by the Director and his decision shall be final and conclusive. If the Contractor should disagree with the Director's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim and assuming the procedures set forth herein for Change Order Work and Other Service Requests Work, if relevant to this section, have been complied with by the Parties, the Contractor shall diligently prosecute the disputed work to final completion. The provisions of this paragraph survive termination or completion of this Agreement. Contractor shall bear all costs incurred in the preparation and submission of a claim.

"Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to the Agreement. In order to qualify as a "claim", the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under this Agreement. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Agreement by submitting a separate claim in compliance with the Agreement claim submission requirements.

The following procedures shall be followed when a Claim is asserted by Contractor:

1. Should any clarification or determination, or any other event, in the opinion of the Contractor, exceed the scope of the Agreement, then the Contractor and the Director shall make good faith attempts to resolve any and all such claims and disputes. Before commencing the disputed Work, or within seven (7) days after such demand is made or instruction is given, whichever is earlier, the Contractor must file a written protest with the Director stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the

Agreement. If a written protest is not issued within this time period, or if the Contractor proceeds with the Work without first having given the notice required by this paragraph, the Contractor shall waive its rights to further claim on the specific issue.

2. The Director will review the Contractor's timely written protest and provide a decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Agreement, it shall so notify the Director, in writing, within seven (7) days after receiving the decision, that a formal claim will be issued. Within thirty (30) days of receiving the decision, the Contractor shall submit its claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Failure to furnish notification within seven (7) days and all justifying documentation within thirty (30) days will result in the Contractor waiving its right to the subject claim.
3. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, the Director will review the issue and render a final determination.

The Contractor, under penalty of perjury under the laws of the State of Texas, shall submit with the Claim its and its subcontractors' certification that:

- a. The Claim is made in good faith;
- b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- c. The amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable.

If a false claim is knowingly submitted, the City will be entitled to civil remedies as set forth in the Texas civil statutes. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

In regard to any Claim or portion of a Claim for subcontractor Work, the Contractor shall fully review said Claim and certify said Claim, under penalty of perjury under the laws of the State of Texas, to have been made in good faith.

Failure to furnish certification as required hereinbefore will result in the Contractor waiving its right to the subject Claim.

The Contractor shall submit the Claim justification in the following format:

1. Cover letter and certification.
2. Summary of Claim including:
 - a. Underlying Facts.
 - b. Entitlement.
 - c. Quantum Calculations.
 - d. Contract Provisions Supporting Relief.
3. List of documents relating to Claim.
 - a. Specifications.

- b. Drawings.
- c. Clarifications/Requests for Information.
- d. Correspondence.
- e. Schedules.
- f. Other, as may be required by the Director.
- 4. Chronology of Events and Correspondence.
- 5. Analysis of Claim Merit.
- 6. Analysis of Claim Cost
- 7. Attachments: All documents listed in 3. above.

Alternate Dispute Resolution: In the event a disputed Claim as described above between the parties cannot be resolved, an appeal shall be made to a committee consisting of a Contractor corporate officer and a City employee designated by the Director. The committee members shall negotiate in good faith to properly assign the disputed cost to or between the party (ies).

If an amicable settlement cannot be reached after twenty (20) days has been allowed for negotiation, either party may request that the issue be decided through mediation in accordance with the procedure set forth in the following Paragraph entitled "Mediation."

Mediation: The Parties agree that any controversy arising out of this Agreement regarding a Claim as aforementioned or any interpretation of this Agreement which the parties are not able to resolve themselves through negotiation shall be submitted to mediation before any other legal action is taken. The parties shall mutually agree upon a third party mediator. The costs and expenses of the mediation shall be borne equally by the parties, subject to approval by the City's governing body and/or City Attorney. Mediation shall take place within two (2) weeks after notification by the aggrieved party of a request for mediation unless extended by the mediator. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as it deems advisable under law or equity. In the event any party takes such other action except in the case of an emergency (such as the imminent structural loss of property or injury to person) without first submitting the issue(s) to mediation as required by this clause, that party shall pay the reasonable legal expenses and court costs incurred by the responding party in filing such responsive pleadings as are legally required.

In the event mediation is not successful, the parties may, prior to any legal action, agree upon another method of Alternate Dispute Resolution.

During the course of such negotiations, mediation, or any other Alternate Dispute Resolution process that may be mutually agreed upon, the parties agree that all APM Work shall be continued without interruption.

IV. DUTIES OF CITY

A. PAYMENT TERMS

- (1) Subject to all the terms and conditions of this Agreement, the City shall pay to Contractor, and Contractor accepts the not to exceed lump sum fees specified in Exhibit "A", paid monthly, based upon invoices submitted to the Director from Contractor indicating in detail the Work performed by Contractor (and its subcontractors) for the invoiced month. Invoices shall indicate the liquidated damages assessed by the City for Contractor's failure to

meet the APM system availability standards set forth in Exhibit “B”. If Other Work/Services are required during the Term, hourly rates and fees will be based on the labor rates set forth in Exhibit “J”, subject to Section IV.D below.

(2) If the City pays Contractor for Work performed by any subcontractor or for parts, supplies, equipment, or materials provided by any supplier, and Contractor withholds or has withheld payment to the subcontractor or supplier because of a deficiency in the quality or quantity of that subcontractor's or supplier's work or materials, the City may withhold a corresponding amount from any pending or future payments to Contractor until the next regular payment to Contractor occurring after the City receives reasonable documentation that the deficiency has been remedied.

(3) All Contractor invoices are subject to approval by the Director and are due and payable on or about thirty (30) days (consistent with the Texas Prompt Payment Act) after receipt and approval by the Director. The Director shall have the continuing right to request and receive from Contractor evidence which validates Contractor's invoices. All payments must be made by check made payable to Contractor. The City will not unreasonably delay or withhold payment or approval of any invoice. Until such time as Final Payment is made to Contractor, neither monthly payments made nor approval of invoices or services by the Director shall be construed as final acceptance or approval of that part of Contractor's services to which such payment or approval relates. Such payments do not relieve Contractor of any of its obligations under this Agreement.

(4) Submitted False Claims, Monetary Penalties

Where the Contractor, or any of its subcontractors commit any of the following acts, the Contractor shall be liable to the City for the amount of damages which the City sustains because of the act of the Contractor or its subcontractors. The Contractor or its subcontractors who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of any civil action brought to recover any of those penalties or damages. (a) knowingly presents or causes to be presented to the City a false claim or request for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim or invoice paid or approved; (c) conspires to defraud the City by getting a false claim or invoice allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used as a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property of the City; (e) is a beneficiary of an inadvertent submission of a false claim or invoice to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim or invoice.

(5) Final Payment

There shall be deducted from the final payment all damages and all other charges properly chargeable to the Contractor under the terms of the Agreement. The balance, if any, shall be paid to the Contractor provided that prior to delivery to the Contractor of the final payment, the Contractor shall furnish the Director proof in documentary form that all claims, liens, or other obligations incurred by the Contractor and all its subcontractors in connection with the performance of the Work have been properly paid and settled.

In the event there are at the time set for final settlement outstanding claims against the Contractor or its subcontractors or for any other reason the Contractor is not able to give a proper affidavit that liens or other obligations have been properly paid and settled, the Director may, at his sole discretion, waive the requirement of the said affidavit, provided the Contractor provides the Director with an irrevocable letter of credit for the amount of the outstanding claims, liens, etc.. In any event, when final settlement is made, it should be further understood by the Contractor that the City will withhold from payment any funds it may be required by law to withhold or that it may in the determination of the Director be required to withhold, and final payment will not be made until in the determination of the Director that all conditions of law have been met. At the time of delivery to the Contractor of the final payment, the Contractor shall execute and give to the City a final receipt for the same.

Additional conditions that must be met prior to final payment include:

- (1) The inventory of all APM equipment and property has been audited by the Director;
- (2) The inventory of furniture, fixtures, and maintenance tools and equipment provided under the Construction Contract is shown to be replenished and in serviceable condition;
- (3) All repairs, scheduled maintenance and scheduled overhauls due prior to the end of the Contract term or which are required to meet the specified level of maintenance and operational readiness have been completed;
- (4) All required documents, data etc. have been transferred to the City; and
- (5) Any other conditions required by the Director.

B. TAXES

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.

C. METHOD OF PAYMENTS-DISPUTED PAYMENTS

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.

D. LIMIT OF APPROPRIATION

- (1) The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.
- (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.

- (3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and, where in excess of the amount specified in Paragraph (4) below, 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

- (4) City Council delegates to the Director the authority to approve up to \$_____ in supplemental allocations for this Agreement without returning to Council.
- (5) 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.

E. CHANGES

(1) At any time during the Agreement Term, the 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 the Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The 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 Director]

(3) 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 from the Director for the completion of the work.

(4) 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.

(5) Change Orders are subject to the Allocated Funds provisions of this Agreement.

F. CONTRACTOR'S ACCESS TO SITE

Subject to HAS rules and regulations, Contractor may enter and leave the APM site and the Work at all reasonable times without charge. Contractor its employees and subcontractors may use the common areas and roadways at the Airport where the Work and APM site are located. This excludes parking for Contractor's personnel and subcontractors and does not extend to any restricted area of the Airport, including without limitation, the AOA, unless the person is properly badged or under HAS escort. Contractor shall repair any damage it or its employees or subcontractors causes as a result of its use of the common areas. The Contractor assumes all liability for any unauthorized incursions into restricted areas at the Airport. Contractor shall keep a record of all keys distributed to whomever.

G. EXERCISE OF CONTRACT RESPONSIBILITIES

The City, in exercising its responsibilities and authorities under the Agreement, does not assume any duties or responsibilities to any subcontractor or supplier, nor does City assume any duty of care to Contractor, its subcontractors or suppliers, except as may be expressly set forth herein or by law. However, City shall be entitled to performance and enforcement of Contractor's obligations under this Agreement intended to facilitate performance of the City's duties.

H. CITY'S ACCESS TO SITE

The City shall, at all times, have access to the APM site and the Work. The Contractor shall provide whatever is necessary to facilitate such access, including but not limited to, personnel and equipment. Persons authorized by the City to access the Site and Work shall not interfere with or jeopardize the Contractor's responsibility for safely maintaining and operating the APM.

I. APM SYSTEM AND FACILITIES

As part of the consideration to Contractor under this Agreement, City shall provide for the sole purpose of providing Basic Services, at no additional charge to the Contractor, the entire APM system, including all completed and fully functional office space, work space, storage space located in the APM Maintenance and Storage Facility and the designated portion of the Mezzanine Level in Terminal B , access to and use of the Maintenance Radio System (MRS), electrical power, water, sewage , gas, and all equipment, tools, spare parts, consumables, and documentation provided by the under the Construction Contract, as well as other APM facilities that may have been constructed by others. The foregoing shall remain the property of the City. However, the Contractor shall be responsible for maintaining the property in accordance with the provisions of this Agreement and shall assume the risk of loss or damage to any of the property owned by City, its tenants or other third parties arising out of the careless or negligent acts or omissions of the Contractor's officers, agents, employees or subcontractors. The Contractor shall immediately repair, replace and make good any such loss or damage without cost to the City. Additionally, as part of the consideration to Contractor, City shall provide to Contractor the 18 parking spaces located directly under the APM Maintenance and Storage Facility.

V. TERM AND TERMINATION

A. CONTRACT TERM

This Agreement is effective on the Effective Date and continues for three years from the date set forth in the Notice to Proceed issued by the Director, unless sooner terminated under this Agreement. Performance begins on the date specified in the Notice to Proceed issued by the Director. Contractor acknowledges that time is of the essence of this Agreement.

B. RENEWALS

The Director shall have the option in his discretion to extend this Agreement for two, one year periods. The Director shall notify Contractor at least thirty (30) days prior to the expiration of the Term (or the first option period, if exercised) as to whether he requires an extension. In such written notice, the Director shall set forth the period of time for such extension (should he choose to exercise both options at one time). Contractor agrees to continue providing Basic Services during any such option period.

Any extension to this Agreement is subject to an economic price adjustment beginning with the first day of the extension period as set forth below.

C. ECONOMIC PRICE ADJUSTMENT

The lump sum Operation and Maintenance cost set forth in Exhibit "A" for the Term of the Agreement shall be adjusted for inflation on day-one (1) of the extension period (if any) and remain in effect for the duration of the extension period. The lump sum Operation and Maintenance cost shall be adjusted in accordance with the following procedures.

1. Labor Prices - All ____% of the Operation and Maintenance cost set forth in Exhibit "A" shall be adjusted according to an index which shall be defined as the ratio of the latest published Consumer Price Index (CPI) for the Houston Metropolitan Area that is available one month prior to the beginning of the extension period.
2. Parts and Materials - ____% of the Operation and Maintenance cost set forth in Exhibit "A" shall be adjusted according to the ratio of the following latest published indexes that are available one month prior to the beginning of the extension period.
 - a. Item 1 shall be adjusted in accordance with the Consumer Price Index CUUA318SA0, all items for Houston-Galveston-Brazoria, Texas, as published by the U.S. Bureau of Labor Statistics.
 - b. Item 2 shall be adjusted in accordance with an index which shall be a composite simple average of the Electrical Machinery and Equipment Index (WPI 117) as published by the U.S. Bureau of Labor Statistics.

The total annual Operation and Maintenance cost set forth in Exhibit "A" shall be comprised of two components: (i) Labor and (ii) Materials. The proportion of the annual Operation and Maintenance cost set forth in Exhibit "A" representing Labor is accepted as _____ percent (____%). The proportion of the

annual Operation and Maintenance cost set forth in Exhibit "A" representing Materials is accepted as _____ percent (___%).

Adjustments to the Labor component shall be based on a comparison of the Labor Index for the twelve month fixed price (Index) Period. The first Index Period will be based on the indices published for the first quarter of 2005. Any adjustments to the Labor component effective for the extension period of the Agreement will be based on the percentage change between the Labor Index for the first quarter of 2005 and the published Labor Index for the first quarter of 2006. This process will continue on a quarterly basis for the remainder of the extension period. The Labor Index shall be the Consumer Price Index-All Urban Consumers, Series ID-CUUA318SA0, Houston-Galveston-Brazoria, TX, all items published by the Bureau of Labor Statistics, U.S. Department of Labor.

Adjustments to the Material component shall be based on a comparison of the Material Index for the twelve month fixed price (Index) Period. The first Index Period will be based on the indices published for the first quarter of 2005. Any adjustments to the Material component effective for the extension period of the Agreement will be based on the percentage of change between the Material Index for the first quarter of 2005 and the published Material Index for the first quarter of 2006. this process will continue on a quarterly basis for the remainder of the extension period. The Material Index shall be the Producers Price Index-the Electrical Machinery and Equipment Index (WPI 117) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

D. TERMINATION FOR CONVENIENCE BY CITY

The Director may terminate this Agreement at any time by giving thirty (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.

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, and for any Director approved costs incurred by Contractor suffered as result of having to cancel purchase orders in the same manner as prescribed in Section IV(A) unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND PAYMENT FOR SERVICES RENDERED AND REASONABLE COSTS INCURRED AS A RESULT OF CANCELLATION OF PURCHASE ORDERS 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.

E. TERMINATION FOR CAUSE BY CITY

If Contractor defaults under this Agreement, the 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:

- (1) Contractor fails to perform any of its material duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. Director shall allow Contractor no more than thirty (30) days from date of written notice, to substantially cure the default. In the event Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not substantially cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the 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.

F. TERMINATION FOR CAUSE BY CONTRACTOR

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

VI. MISCELLANEOUS

A. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractors' performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel,

including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

B. FORCE MAJEURE

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, strikes, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.
2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within fourteen (14) days. The decision of the Director is final.
4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
5. If the Force Majeure continues for more than seven (7) days from the date performance is affected, the Director may terminate this Agreement by giving seven (7) days' written notice to Contractor. This termination is not a default or breach of this Agreement.
CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.
6. If a Force Majeure condition damages all or a portion of the APM, and the Director elects to repair the damage, Contractor shall repair the damage upon the Director's written request at the Other Work/Services labor rates and fees set forth in Exhibit "J". Contractor shall continue to maintain that portion of the APM and equipment, which have not been damaged

by the Force Majeure condition, in accordance with the terms of this Agreement to the extent that is practical.

7. The Director shall determine when a Force Majeure condition has been removed. Contractor shall then provide all services and parts required under this Agreement in accordance with the Fee Schedule in Exhibit "J".

C. SEVERABILITY

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.

D. ENTIRE AGREEMENT

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.

E. WRITTEN AMENDMENT

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

F. APPLICABLE LAWS

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.

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

G. NOTICES

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.

H. CAPTIONS

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

I. NON-WAIVER

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.

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.

J. INSPECTIONS AND AUDITS

Representatives of the City have the right to perform, or to have performed at City's expense, (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 four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. ENFORCEMENT

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 or reasonably determined to be proprietary by Contractor and agreed to by Director.

L. AMBIGUITIES

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.

M. SURVIVAL

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.

N. PUBLICITY

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

O. PARTIES IN INTEREST

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

P. SUCCESSORS AND ASSIGNS

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.

Q. BUSINESS STRUCTURE AND ASSIGNMENTS

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in '9.406 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.

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

R. DISPUTE RESOLUTION

For purposes of this Section "Project Administrator" means the person the Director designates to monitor the progress of all Parties' performance under this Agreement.

Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Administrator and Contractor must be handled as described below:

(a) The Project Administrator shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director.

(b) If Contractor desires to appeal a decision of the Project Administrator, Contractor must submit a written appeal to the Director. Contractor must file its written appeal within seven (7) working days following receipt of the Project Administrator's original decision. The Director shall provide Contractor with a written response to the appeal within fourteen (14) working days following its receipt. The decision of the Director is final.

S. REMEDIES CUMULATIVE

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.

T. SUPPLEMENTAL CONDITIONS

Attached to this Agreement as Exhibit "K" are supplemental conditions which add performance requirements to this Agreement which Contractor agrees to perform.

U. CONTRACTOR DEBT

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.